



CITY OF BAYTOWN

NOTICE OF MEETING

**CITY COUNCIL REGULAR MEETING
THURSDAY, FEBRUARY 24, 2022
6:30 P.M.
COUNCIL CHAMBER, CITY HALL
2401 MARKET STREET, BAYTOWN, TEXAS 77520**

AGENDA

CALL TO ORDER AND ANNOUNCEMENT OF QUORUM

PLEDGE AND INVOCATION

Council Member Mike Lester, District No. Six

1. MINUTES

- a. Consider approving the minutes of the City Council Work Session and Regular Meeting held on January 27, 2022.

2. RECOGNITIONS AND CITIZEN COMMUNICATIONS

- a. Recognize City of Baytown Employees for their Years of Service.
- b. Present the 3rd and 4th of July Celebration schedule and entertainment for 2022.

3. REPORTS

- a. Receive and discuss a presentation from Build Baytown I, LLC, regarding the development of a public golf course at Evergreen Park.
- b. Receive the City of Baytown's Quarterly Financial and Investment Reports for the Quarter Ending December 31, 2021.

4. PROPOSED RESOLUTIONS

- a.** Consider a resolution granting the petition for the proposed annexation of approximately 18.95 acres of land situated in the William Hilbus Survey, Abstract No. 336, Harris County, Texas, located generally south of Interstate-Highway 10 between Thompson Road and Wade Road.
- b.** Consider a resolution granting consent to the inclusion of 2.1131 acres out of the George Ellis Leagu A-21, in Harris County, Texas, being located North of Wallisville Road, East of Garth Road, North c I-10 and West of N. Main Street, into Spring Meadows Municipal Utility District.

5. CONSENT

All Consent Agenda items listed are considered to be routine by the City Council and will be enacted by one motion. There will be no separate discussion of these items unless a Council Member requests, in which event the item will be removed from the Consent Agenda and considered in its normal sequence on the agenda.

- a.** Consider an ordinance authorizing a Consulting Services Agreement with Raba Kistner, Inc., for construction material testing for the West District Wastewater Treatment Plant Second Feed Project.
- b.** Consider an ordinance authorizing the Second Amendment to the Consulting Services Agreement with Alpha Testing for construction material testing for the Animal Services and Adoption Shelter.
- c.** Consider a proposed ordinance amending and restating Ordinance No. 14,996 authorizing a Local On-System Agreement with TxDOT for the Rollingbrook Drive Reconstruction project, for Turn Lane Improvements at Decker Drive.
- d.** Consider an ordinance authorizing an amendment to the Agreement for Consulting Services to provide on-call engineering services with Kimley-Horn and Associates, Inc., to assist the Public Works and Engineering Department with plan reviews and miscellaneous engineering services.
- e.** Consider an ordinance authorizing a Consulting Services Agreement with CP&Y, Inc., for professional engineering services for the IH-10 Intersection Improvements Project.
- f.** Consider an ordinance authorizing the annual license renewal and software support with Governmentjobs.com, Inc., d/b/a NEOGOV, for NEOGOV software.
- g.** Consider an ordinance approving an expenditure through the Texas Local Government Purchasing Cooperative (BuyBoard) with Native Construction for palm tree replacements and gift shop improvements at Pirates Bay Water Park.
- h.** Consider a resolution authorizing the Chambers County Mosquito Control Department to use aerial application methods for the purpose of mosquito control within the Chambers County portion of the City of Baytown.

6. APPOINTMENTS

6. **APPOINTMENTS**

- a. Consider three (3) appointments to the Baytown Library Board.
- b. Consider one (1) appointment to the Baytown Crime Control and Prevention District.

7. **MANAGER'S REPORT**

Notice is hereby given in accordance with Section 551.0415 of the Texas Government Code, the City Council of the City of Baytown may receive a report about items of community interest from City staff and/or a member of the City Council, but no action or possible action shall be taken or discussed concerning the subject of such report, except as provided by Section 551.042 of the Texas Government Code.

8. **COUNCIL MEMBER DISTRICT REPORT**

- a. Receive a report from Council Member Mike Lester as it relates to Council District No. Six.

9. **EXECUTIVE SESSION**

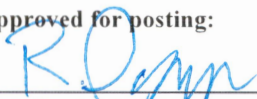
- a. Recess into and conduct an executive session pursuant to Sections 551.071 and 551.087 of the Texas Government Code to deliberate the offer of a financial or other incentive to a business prospect and to seek the advice of the City's attorneys on legal matters related thereto.

10. **ADJOURN**

PUBLIC NOTICE IS GIVEN THAT IN ADDITION TO ANY EXECUTIVE SESSION LISTED ABOVE, THE CITY COUNCIL RESERVES THE RIGHT TO ADJOURN INTO EXECUTIVE SESSION AT ANY TIME AS AUTHORIZED BY THE TEXAS GOVERNMENT CODE SECTIONS 551.071 - 551.090 TO DISCUSS ANY OF THE MATTERS LISTED ABOVE.

THE CITY OF BAYTOWN IS COMMITTED TO COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT. REASONABLE ACCOMMODATIONS AND EQUAL ACCESS TO COMMUNICATIONS WILL BE PROVIDED UPON REQUEST. FOR ASSISTANCE PLEASE CALL 281-420-6522, FAX 281-420-6586, OR CONTACT 281-420-6522 VIA RELAY TEXAS AT 711 OR 1-800-735-2988 FOR TYY SERVICES. FOR MORE INFORMATION CONCERNING RELAY TEXAS, PLEASE VISIT: [HTTP://RELAYTEXAS.COM](http://RELAYTEXAS.COM)

Approved for posting:


Rick Davis, City Manager

Posted by:


Angela Jackson, City Clerk



Posted this 18th day of February, 2022 at 5:00 P.M.



CITY COUNCIL MEETING

1. a.

Meeting Date: 02/24/2022

Subject: January 27, 2022, Work Session and Regular City Council Meeting Minutes

Prepared for: Angela Jackson, City Clerk's Office

Prepared by: Raquel Martinez, City Clerk's Office

Department: City Clerk's Office

Information

ITEM

Consider approving the minutes of the City Council Work Session and Regular Meeting held on January 27, 2022.

PREFACE

This item allows the City Council to review and approve the minutes of the City Council Work Session and Regular Meeting held on January 27, 2022.

Attachments

January 27, 2022, WS Draft Minutes

January 27, 2022, CC Draft Minutes

DRAFT
MINUTES OF THE REGULAR WORK SESSION OF THE
CITY COUNCIL OF THE CITY OF BAYTOWN

January 27, 2022

The City Council of the City of Baytown, Texas, met in a Regular Work Session on Thursday, January 27, 2022, at 6:30 P.M. in the Hullum Conference Room of the Baytown City Hall, 2401 Market Street, Baytown, Texas with the following in attendance:

Laura Alvarado	Council Member
Chris Presley	Mayor Pro Tem
Charles Johnson	Council Member
Heather Betancourth	Council Member
Jacob Powell	Council Member
Mike Lester	Council Member
Brandon Capetillo	Mayor
Rick Davis	City Manager
Trevor Fanning	Interim City Attorney
Angela Jackson	City Clerk

Mayor Capetillo convened the January 27, 2022, City Council Regular Work Session with a quorum present at 5:31 P.M., all members were present.

1. DISCUSSIONS

a. Discuss the rehabilitation of approximately 250 affordable rental housing units located at 6033 Garth Road, Baytown, Texas, which is also known as Rosemont at Baytown Apartments.

Assistant Director of Planning & Development Services Christopher Chavis introduced Executive Director Jonathan Campbell from Southeast Housing and Finance Corporation (SETH). Mr. Chavis relayed SETH was hoping to rehab the existing Rosemont apartment complex, which may be in order to seek low-income tax credits in the near future and for which Council would have to approve a resolution. However, at this time, Council will only receive SETH's presentation and provide feedback.

Mr. Campbell introduced SETH as a regional housing finance corporation of which Baytown is an original incorporating member. SETH's Baytown Council-nominated board member was Manuel Escontrias. Mr. Campbell further explained SETH was a unit of government (a subdivision of the state) that served Baytown as well as nineteen other jurisdictions.

Additionally, Mr. Campbell introduced the Texas Department of Housing Community (TDHC) as the state agency they interacted with the tax credit program. Urban areas received approximately 98% of the tax credits allocated in Region 6. Mr. Campbell relayed SETH was coming before Council that day for the 4% noncompetitive program. He noted that the tax credits are not as

valuable to the investors and so the threshold for local support is less than what you would expect from the 9% program. The 9% program jurisdictional support is a full resolution of support from the City Council and the state rep and projects directly, but for a 4%, it is just a resolution of no objection.

Mr. Campbell continued to discuss area median income and their current portfolio. Baytown was considered to be part of the Houston Fair Market Rent area and according to the Department of Housing and Urban Development (HUD), Baytown's area median income was \$79,200. SETH's projects consisted both of bonds and affiliated partnerships. In SETH's forty-year history, they had issued under a billion in bonds, which provided 14,000 units of affordable and workforce housing. SETH's current portfolio were eight multifamily developments that Mr. Campbell projected would be doubling in the next two years. He noted that SETH also participated in joint venture partnerships that insured properties with a property tax exemption. Their current portfolio consisted of six multifamily developments under those affiliated partnerships.

Mr. Campbell indicated that SETH turned their profits from their participation in those programs to down payments and closing cost assistance for first-time homebuyers across the state. SETH had six single-family programs they had administered since 2012 and ran those programs through mortgage companies. He continued to discuss their programs in further detail. The point being that SETH can take multifamily properties off the tax rolls, but what they were able to do is turn around and leverage that for far greater impact with single-family and every single one of those single-family homes is paying taxes. Moreover, Mr. Campbell informed the Council of the charity and advocacy ventures SETH undertook.

In regards to the specifics of the project described in Agenda Item 1.a., Mr. Campbell noted he was not prepared as that was the developer's job, but he was there only to discuss financing, and suggested having the developer at their next City Council Meeting on March 10th so the developer could do a deeper dive in to the specifics of the project.

Mayor Capetillo requested to be reminded of what the Rosemont project would entail and asked if it would be to update the facility and Mr. Campbell answered yes. SETH was going to be investing in about 30,000 units in existing affordable housing and so they are effectively renewing the bonds and renewing investment in the 35,000 units. Council Member Johnson noted that back in 2017-2018, Council had approved renovations for two apartment complexes under a similar program, one of which was in his district, The Village.

Mayor Pro Tem Presley inquired on the income restrictions as he was aware of the fifteen-year period for the tax credit projects and that those fifteen years were up so outside of those housing tax credits, he asked what would be the other options Mr. Campbell relayed the options were very limited. He offered they could take deeper affordability cuts, but to increase and go above the existing income restrictions would be extraordinarily difficult. Mr. Campbell also noted Mayor Pro Tem Presley was correct about the fifteen-year compliance; however, there would be a second fifteen-year compliance period. When the first compliance period expired, it would be open for recapitalization where additional tax credits could be layered in locking all partners together for the fifteen years. Mayor Pro Tem Presley further questioned whether there would be an option for a first right of refusal and Mr. Campbell replied yes, if a nonprofit could provide financing to

purchase. Though, Mr. Campbell commented it was extraordinarily difficult for nonprofits to do that.

b. Discuss any or all of the agenda items on the City Council Regular Meeting Agenda for January 27, 2022, which is attached below.

City Manager Rick Davis requested to touch on the land use issues Council would have for the meeting that night. Regarding such issues, Planning & Development Director Martin Scribner relayed they would have two rezones and an annexation. The annexation being 34.45 at the northwest intersection of Interstate 10 and John Martin Road that would be rezoned from Open Space/Recreation (OR) to General Commercial (GC). The 57 acres at Hunt Road and North Main Street would also be rezoned from Single-Family Estate (SFE) to a Mixed Residential at Low to Medium Densities (SF2). Mr. Scribner noted they did not have any major comments for nor against any of those.

Mr. Scribner additionally touched on the Planned Unit Development (PUD) for the 13.51 acres east of San Jacinto Boulevard and South of Santavy Road. Staff had recommended approval, yet the Planning and Zoning Commission (“P&Z”) had concerns over parking, maintenance, and architectural quality. Assistant City Manager Kevin Troller noted the project had 126 more parking spaces than needed and did not understand why parking was such an issue at the P&Z meeting. Mr. Scribner stated the developers did not have the information P&Z members were looking for until after their meeting, and the developer would be providing that information at the Council Meeting that night for clarity.

In regards to the PUD, Mr. Scribner relayed they tried to get a better project by requesting back higher quality. He also mentioned the parking requirements. The project had 46 spaces over what was normal for a multifamily. With that, Mr. Scribner reiterated that staff recommended approval. However, the recommendation to Council from P&Z was a denial.

Mr. Davis brought awareness to, in between the public hearing and the creation of the PUD, there would be a discussion about detention. Interim City Attorney Trevor Fanning explained there was a detention agreement where the city’s property for water retention would be fixed up by the developers. The developer would put a trail around the detention along with vegetation. Furthermore, Mr. Fanning relayed there would be two conveyances: 1) underneath West Archer, Baytown would be selling to the developers for their access; and 2) there was a conveyance from the developer to Baytown where their detention would be widened.

Mayor Pro Tem Presley had a question over sequencing and asked why they would take action on the conveyance of property and detention before the PUD itself. Mr. Fanning answered they should all be done together to which he had brought it to Mr. Scribner’s attention; however, Mr. Scribner did note Mr. Fanning and Mayor Pro Tem Presley made a good point since the conveyances would not be needed unless the PUD is approved. At the same time, if the conveyances were not approved, then the PUD would have to change.

In regards to the rezoning of the acres on John Martin, Council Member Johnson inquired if they knew what they had planned. Mr. Scribner stated the whole area would be zoned to a General

Commercial. They had not shown any kind of detail or concept plan so for now, it would be speculative.

Mayor Capetillo queried if Council had anything else to discuss. Council Member Alvarado discussed Agenda Item 2.b., It's Time Texas, and relayed that she and Mayor Capetillo had been working on the It's Time Texas Challenge. She noted Baytown was currently in second place as far as the healthiest community, and they were going to get additional points due to the Mayor making a video. Council Member Alvarado conveyed that Council would have a speaker for this item and their City Council pledge located at their place at the dais would need to be signed. They would then take a photo, which would be uploaded for additional points. She thanked the Mayor for doing the resolution and she believed they would get a total of 5,000 points for all their efforts.

Mayor Pro Tem Presley wanted to discuss Agenda Item 8.h., the investment policy. He was curious about the amendment and asked if it would be the same thing that was proposed before about adding an investment officer. Council Member Betancourth responded that was the change and it was the same proposal that was tabled and came back to Council. Council Member Betancourth relayed that the Finance Committee did not recommend any changes beyond what the Director of Finance Victor Brownlees had already recommended.

Council Member Lester communicated what he heard was that there were proposed changes the Finance Committee did not have a chance to discuss so Council tabled it until the Finance Committee had a chance to overlook it and now that they had, it was going back to Council for consideration. Council Member Betancourth agreed and reiterated it was the original staff recommendation. Council Member Lester requested they rehashed the matter as it had been a while and had forgotten about it.

Mr. Brownlees explained further that there were some adjustments to the policy to bring it into the line of changes to secure and also clarify allegations of authority and Council Member Betancourth stated they rehashed the investment officer portion. Mr. Brownlees replied the City's Charter made it clear the Director of Finance is the Treasurer and there was a lack of clarity in the previous policy about where that responsibility laid. The changes brought the investment policy further in to line with the City Charter.

Mayor Pro Tem Presley supposed they were no longer naming the Controller as the second investment officer and presumed then the Director of Finance could appoint whoever for this role at his discretion and Mr. Brownlees clarified it would be whoever was qualified.

2. ADJOURN

With there being no further business to discuss, Mayor Capetillo adjourned the January 27, 2022, City Council Regular Work Session at 6:04 P.M.

Angela Jackson, City Clerk
City of Baytown

DRAFT
MINUTES OF THE REGULAR MEETING OF THE
CITY COUNCIL OF THE CITY OF BAYTOWN

January 27, 2022

The City Council of the City of Baytown, Texas, met in a Regular Meeting on Thursday, January 27, 2022, at 6:30 P.M. in the Council Chamber of the Baytown City Hall, 2401 Market Street, Baytown, Texas with the following in attendance:

Laura Alvarado	Council Member
Chris Presley	Mayor Pro Tem
Charles Johnson	Council Member
Heather Betancourth	Council Member
Jacob Powell	Council Member
Mike Lester	Council Member
Brandon Capetillo	Mayor
Rick Davis	City Manager
Trevor Fanning	Interim City Attorney
John Stringer	Sergeant at Arms
Angela Jackson	City Clerk

Mayor Capetillo convened the January 27, 2022, City Council Regular Meeting with a quorum present at 6:30 P.M., all members were present.

The Pledge of Allegiance, Texas Pledge, and Invocation were led by Council Member Charles Johnson.

1. MINUTES

A motion was made by Council Member Charles Johnson and seconded by Council Member Laura Alvarado to approve the Minutes Agenda Items 1.a. through 1.c., as submitted. The vote was as follows:

Ayes: Mayor Brandon Capetillo, Council Member Laura Alvarado, Mayor Pro Tem Chris Presley, Council Member Charles Johnson, Council Member Heather Betancourth, Council Member Jacob Powell, and Council Member Mike Lester

Nays: None

Approved

a. Consider approving the minutes of the City Council Regular Meeting held on December 9, 2021.

b. Consider approving the minutes of the City Council Retreat, Day 1, held on December 13, 2021.

c. Consider approving the minutes of the City Council Retreat, Day 2, held on December 14, 2021.

2. RECOGNITIONS AND CITIZEN COMMUNICATIONS

a. Recognize City of Baytown Employees for their Years of Service.

Due to technical difficulties, Item 2.a. was not considered.

b. Recognition of the Be Well Baytown initiative to mobilize the community to promote wellness.

Mayor Capetillo introduced the item and stated that It's Time Texas was a program to promote healthier choices in the community which was a statewide initiative, and announced Baytown was in second place. He encouraged the community to sign the pledge, as he and the Council Members were doing that night, and partake in activities. Mayor Capetillo relayed such activities could be: physical activities; making healthier food choices; and having a healthier state of mind regarding mental health. Mayor Capetillo announced there were representatives present from It's Time Texas who would give a few words.

Ms. Clara Linhoff introduced herself and noted It's Time Texas was a statewide non-profit working to build healthier lives and stronger, healthier communities. Ms. Linhoff explained they focused on policies in the communities' environment, such as: establishing community gardens; farmer's market; and systems in place to give individuals more healthy options and opportunities. Ms. Linhoff stated that day Baytown's City Council and Mayor would pledge to lead healthier lives. The pledge was part of their annual It's Time Texas Community Challenge that was a free, statewide, eight-week competition anyone in Texas could join. Then, Ms. Linhoff relayed the steps in which individuals/communities at large could join via It's Time Texas's free app and website.

Additionally, she noted that the It's Time Texas Community Challenge offered weekly prizes. In February, It's Time Texas would announce their winning communities. Those winning communities would earn funding towards a healthy initiative, such as water fountains or a community garden. It's Time Texas also offered free Telehealth coaching, virtual classes, and health conferences. Ms. Linhoff ended her speech encouraging everyone to join their challenge.

Mayor Capetillo proceeded to read the resolution. Thereafter, he and Council signed the pledge and took photos with their pledges and the It's Time Texas representatives.

3. PROPOSED ANNEXATION OF APPROXIMATELY 34.45 ACRES LOCATED GENERALLY NEAR NW INTERSECTION OF JOHN MARTIN ROAD AND IH-10

- a. Consider the second reading of an ordinance for the proposed annexation of approximately 34.45 acres, consisting of 3 parcels located generally near the northwest intersection of John Martin Road and Interstate 10.**

Planning and Development Services Director Martin Scribner presented the item and explained that this was the final step in the annexation of the 34.45 acres near the northwest intersection of Interstate 10 and John Martin Road. Mr. Scribner reminded Council that, later on in the agenda, the item would come up again for rezoning as the 34.45 acres were part of the overall rezoning of 96.2 acres. Mr. Scribner added item 3.b., would place the newly annexed land into City Council District No. 3.

ORDINANCE NO. 14,992

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, MAKING CERTAIN FINDINGS; PROVIDING FOR THE EXTENSION OF CERTAIN BOUNDARY LIMITS OF THE CITY OF BAYTOWN, TEXAS, AND THE ANNEXATION OF APPROXIMATELY 34.45 ACRES OF LAND, CONSISTING OF THREE (3) PARCELS LOCATED GENERALLY NEAR THE NORTHWEST INTERSECTION OF JOHN MARTIN ROAD AND INTERSTATE 10, SITUATED IN THE TALCOTT PATCHING SURVEY, ABSTRACT NUMBER 620, IN HARRIS COUNTY, TEXAS; WHICH SAID TERRITORY LIES ADJACENT TO AND ADJOINS THE PRESENT BOUNDARY LIMITS FOR THE CITY OF BAYTOWN, TEXAS.

- b. Consider an ordinance adding the newly annexed properties described as approximately 34.45 acres, consisting of 3 parcels located generally near the northwest intersection of John Martin Road and Interstate 10 in to Council District No. 3.**

A motion was made by Council Member Charles Johnson and seconded by Council Member Heather Betancourth to approve Ordinance No. 15,011, related to Item 3.b. The vote was as follows:

Ayes: Mayor Brandon Capetillo, Council Member Laura Alvarado, Mayor Pro Tem Chris Presley, Council Member Charles Johnson, Council Member Heather Betancourth, Council Member Jacob Powell, and Council Member Mike Lester

Nays: None

Approved

ORDINANCE NO. 15,011

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, ADDING APPROXIMATELY 34.45 ACRES OF LAND CONSISTING

OF THREE (3) PARCELS LOCATED GENERALLY NEAR THE NORTHWEST INTERSECTION OF JOHN MARTIN ROAD AND INTERSTATE 10 INTO COUNCIL DISTRICT NO. 3; REPEALING ORDINANCES INCONSISTENT HERewith; CONTAINING A SAVINGS CLAUSE; AND PROVIDING FOR THE PUBLICATION AND EFFECTIVE DATE THEREOF.

4. PROPOSED REZONING OF APPROXIMATELY 96.2 ACRES GENERALLY LOCATED NORTH OF E IH-10 AND WEST OF JOHN MARTIN ROAD

a. Conduct a public hearing concerning a request to amend the official zoning map to rezone approximately 96.2 acres generally located north of E IH 10 and west of John Martin Road from an Open Space/Recreation (OR) Zoning District to a General Commercial (GC) Zoning District.

At 6:45 P.M., Mayor Capetillo opened the public hearing concerning a request to amend the official zoning map to rezone approximately 96.2 acres generally located north of E IH 10 and west of John Martin Road from an Open Space/Recreation (OR) Zoning District to a General Commercial (GC) Zoning District.

Planning and Development Services Director Martin Scribner summarized the subject matter of the public hearing and relayed that the reason for the request was to rezone the property from OR to GC. At that time, Mr. Scribner noted there were no site plans nor details to show to Council due to the rezone being speculative; however, the GC designation would allow for all types of retail businesses, office uses, etc., on the property. The future land use plan depicted the property as partially commercial and partially high density residential.

Mr. Scribner informed Council that the Planning and Zoning Commission held the required public hearings with no major concerns nor comments and along with staff, they recommended approval.

With there being no one registered to speak on this item, Mayor Capetillo closed the public hearing concerning a request to amend the official zoning map to rezone approximately 96.2 acres generally located north of E IH 10 and west of John Martin Road from an Open Space/Recreation (OR) Zoning District to a General Commercial (GC) Zoning District at 6:47 P.M.

b. Consider an ordinance concerning a proposed amendment to the official zoning map to rezone approximately 96.2 acres, generally located north of E IH 10 and west of John Martin Road from an Open Space/Recreation (OR) Zoning District to a General Commercial (GC) Zoning District.

A motion was made by Council Member Charles Johnson and seconded by Council Member Mike Lester to approve Ordinance No. 15,012, related to Item 4.b. The vote was as follows:

Ayes: Mayor Brandon Capetillo, Council Member Laura Alvarado, Mayor Pro Tem Chris Presley, Council Member Charles Johnson, Council Member

Heather Betancourth, Council Member Jacob Powell, and Council Member Mike Lester

Nays: None

Approved

ORDINANCE NO. 15,012

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF BAYTOWN TO REZONE APPROXIMATELY 96.2 ACRES, LOCATED NORTH OF E IH 10 AND WEST OF JOHN MARTIN ROAD, AND LEGALLY DESCRIBED AS TRACTS 1-3, ABSTRACT 620 OF THE TALCOTT PATCHING SURVEY, HARRIS COUNTY, TEXAS, FROM AN OPEN SPACE/RECREATION (OR) ZONING DISTRICT TO A GENERAL COMMERCIAL (GC) ZONING DISTRICT; PRESCRIBING A MAXIMUM PENALTY OF TWO THOUSAND AND NO/100 DOLLARS (\$2,000.00); PROVIDING A REPEALING CLAUSE; CONTAINING A SAVINGS CLAUSE; AND PROVIDING FOR THE PUBLICATION AND EFFECTIVE DATE THEREOF.

5. PROPOSED REZONING OF APPROXIMATELY 57 ACRES GENERALLY LOCATED NEAR THE NW CORNER OF NORTH MAIN STREET AND HUNT ROAD

a. Conduct public hearing concerning a request to amend the official zoning map to rezone approximately 57 acres of an approximately 64-acre parcel located approximately 340 feet north of the northwest corner of North Main Street and Hunt Road from a Single-Family Estate (SFE) Zoning District and General Commercial (GC) Zoning District to a Mixed Residential at Low to Medium Densities (SF2) Zoning District.

At 6:48 P.M., Mayor Capetillo opened the public hearing concerning a request to amend the official zoning map to rezone approximately 57 acres of an approximately 64-acre parcel located approximately 340 feet north of the northwest corner of North Main Street and Hunt Road from a Single-Family Estate (SFE) Zoning District and General Commercial (GC) Zoning District to a Mixed Residential at Low to Medium Densities (SF2) Zoning District.

Planning and Development Services Director Martin Scribner summarized the subject matter of the public hearing and noted that the request was to rezone approximately 57 acres at Hunt Road and North Main Street. The property was currently zoned as an SFE with the intention to be turned to a GC and SF2. The entire parcel was 64 acres; however, the 7-acre piece was already zoned as GC and the remaining 57 acres were for the request to rezone to an SF2. The future land use plan showed the area as a high density residential, and rezoning it to an SF2 would bring it closer in compliance with the future land use plan.

Mr. Scribner informed Council that the Planning and Zoning Commission held the required public hearings with no major concerns nor comments and along with staff, they recommended approval.

Mayor Capetillo noted that Mr. Matt Stoops had signed to speak regarding this item; however, Mr. Stoops stated he was with LJA Engineering and available to answer Council's questions, if any.

At 6:50 P.M., Mayor Capetillo closed the public hearing concerning a request to amend the official zoning map to rezone approximately 57 acres of an approximately 64-acre parcel located approximately 340 feet north of the northwest corner of North Main Street and Hunt Road from a Single-family Estate (SFE) Zoning District and General Commercial (GC) Zoning District to a Mixed Residential at Low to Medium Densities (SF2) Zoning District.

b. Consider an ordinance to amend the official zoning map to rezone approximately 57 acres of an approximately 64-acre parcel located approximately 340 feet north of the northwest corner of North Main Street and Hunt Road from a Single-family Estate (SFE) Zoning District and General Commercial (GC) Zoning District to a Mixed Residential at Low to Medium Densities (SF2) Zoning District.

A motion was made by Council Member Heather Betancourth and seconded by Council Member Charles Johnson to approve Ordinance No. 15,013, related to Item 5.b. The vote was as follows:

Ayes: Mayor Brandon Capetillo, Council Member Laura Alvarado, Mayor Pro Tem Chris Presley, Council Member Charles Johnson, Council Member Heather Betancourth, Council Member Jacob Powell, and Council Member Mike Lester

Nays: None

Approved

ORDINANCE NO. 15,013

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF BAYTOWN TO REZONE APPROXIMATELY 57 ACRES OF AN APPROXIMATELY 64-ACRE PARCEL, LOCATED APPROXIMATELY 340 FEET NORTH OF THE NORTHWEST CORNER OF NORTH MAIN STREET AND HUNT ROAD, AND LEGALLY DESCRIBED AS .50 U/D INT IN TRACTS 71B & 71E AND PART OF LOTS 27 35, BLOCK 19 (016*TRS 1 2 5 6 SAM HOU FMS MAP A-1562) HIGHLAND FARMS, HARRIS COUNTY, TEXAS, FROM A SINGLE-FAMILY ESTATE (SFE) ZONING DISTRICT AND GENERAL COMMERCIAL (GC) ZONING DISTRICT TO A MIXED RESIDENTIAL AT LOW TO MEDIUM DENSITIES (SF2) ZONING DISTRICT; PRESCRIBING A MAXIMUM PENALTY OF TWO THOUSAND AND NO/100 DOLLARS (\$2,000.00); PROVIDING A REPEALING CLAUSE;

CONTAINING A SAVINGS CLAUSE; AND PROVIDING FOR THE PUBLICATION AND EFFECTIVE DATE THEREOF.

6. PROPOSED PLANNED UNIT DEVELOPMENT OF APPROXIMATELY 13.51 ACRES GENERALLY LOCATED EAST OF SAN JACINTO BLVD AND SOUTH OF SANTAVY RD

a. Conduct a public hearing concerning the proposed Planned Unit Development (PUD) of approximately 13.51 acres generally located east of San Jacinto Boulevard and South of Santavy Road for a proposed multifamily cottage development.

At 6:51 P.M., Mayor Capetillo opened the public hearing concerning the proposed Planned Unit Development (PUD) of approximately 13.51 acres generally located east of San Jacinto Boulevard and South of Santavy Road for a proposed multifamily cottage development.

Planning and Development Services Director Martin Scribner summarized the subject matter of the public hearing by relaying that the item proposed a PUD, titled the San Jacinto Cottages, which consisted of 13.51 acres on San Jacinto Boulevard and South of Santavy Road. The PUD allowed the applicant to vary from normal regulations; however, it did allow the city to demand the applicant to deliver a higher-end product. The current zoning of the property was a Livable Center (LC), and additionally covered by the San Jacinto Overlay District (SJD). Mr. Scribner affirmed the project would continue to be zoned as an LC and adhere to the SJD standards. The item added the PUD overlay which would add design standards the city could not otherwise ask for. The future land use plan did show a small portion of the property as low-medium density residential, and the majority as higher density residential. Mr. Scribner affirmed the purposed used did generally fit with that designation.

Mr. Scribner gave an overview of what the San Jacinto Cottages would look like, noting the applicant would show Council further details. There would be 164 detached, for-rent cottages operating and functioning as an apartment complex while being individual, single-family units. Mr. Scribner further noted they were able to get new amenities built in to the PUD as well as having the Cottages private and gated.

The Planning and Zoning Commission ("P&Z") held the required public hearings and did voice concerns, the biggest concerns were about maintenance, the perceptions of adequate parking, and whether the property owners would adequately police that parking situation. The parking situation could affect the access of emergency vehicles, congestion on nearby public roads, and question the overall quality of the development. Mr. Scribner took a moment to clarify the proposed parking and noted that the proposal actually exceeded the parking requirements. The total parking requirements of a common multifamily apartment complex for the proposed number of units were 323 parking spaces and the Cottages were providing 369 parking spaces as indicated on the site plan the applicant provided. However, Mr. Scribner noted there may have been changes to that as well that the applicant would later present. Furthermore, the city's parking ratio requirement from parking spaces to number of units was just under two. The applicant was providing 2.25—forty-six spaces over the requirement. Mr. Scribner provided examples of nearby apartment complexes for comparison. He noted the proposal was higher than the ones already approved.

At the conclusion of the public hearing, Mr. Scribner noted that the Planning and Zoning Commission did not feel the applicant proved there would be adequate parking or that the project would be of sufficient high quality. Therefore, they recommended, by a split vote, that Council deny the PUD request even with staff's recommendation of approval. Mr. Scribner reminded Council that they would need a two-thirds vote in order to take any action. That would be five approving votes instead of four.

Mayor Capetillo noted that three individuals had signed to speak regarding this agenda item and asked them to come forward to present their comments at this time.

Ms. Tiffany Foster, REME representative, provided Council with a background of the project and discussed why the project was coming before them. Ms. Foster reminded Council of the \$20 million San Jacinto Boulevard Project. In 2019, the city established the SJD that solidified the desire for heightened standards in that area. During that timeframe, Baytown added 5,000 or so units that were either single-family detached or multifamily garden-style apartments. Ms. Foster commented there was a missing type of housing in Baytown and with the San Jacinto Cottages, REME had brought all of that together in one project. The Cottages would be located in the third tier of the SJD where the plan sought dense housing.

In addition, Ms. Foster discussed the existing detention facility the project would improve and amenitize by creating a walking trail for the general public to access. San Jacinto Boulevard also would not have a lot of access points, and so Ms. Foster noted they had changed their land plan to line up with an existing intersection. The purchase of the land would appear later on in the agenda, Item 3.c., for REME to utilize that existing cut on San Jacinto Boulevard and introduced her peer representative, Mr. Blanco.

Mr. Daniel Blanco, REME representative, added to the context of the project by displaying images as well as listing the following information:

Project Recap

- 13.5-Acre High Density Residential Development
- Gated and Private
- Featured 164 Detached Cottages
- Highly Amenitized with On and Offsite Facilities
- Blend of Multifamily Operations & Single-Family Living
- Located in Tier 3 of the SJD
- Aligns with the Future Land Use Plan

Onsite Amenities

- Clubhouse Fitness Center
- Pool
- Scattered Parks & Open Spaces
- Bark Park with a Pet Wash Station

Mr. Blanco relayed that through the partnership with the City of Baytown, REME would utilize an existing facility and enhance it for drainage and detention. The agreement would have REME install, operate, and maintain, on the private sector's dime, a public facility. The offsite amenities would include:

Offsite Amenities

- San Jacinto Boulevard's First Public Beautification Project
- Reflection Pond with Water Fountains
- Park Benches
- Lush Landscape and Lighting
- Walking Trails with Connectivity to San Jacinto Boulevard

Mr. Blanco reiterated the Cottages would operate like a multi-family. They took the pros of the multi-family complex, such as: having a single owner; ability to manage the entire facility/asset; and the ability to take care of all the landscaping of the units. REME had taken those multi-family pros and added the pro of the individual single-family style, which their residents would not live below or above anybody.

Unit Offerings

- One, Two, and Three Bedroom Detached Cottages
- Combination of One and Two Stories
- 10 Ft. Between Units (Adhered to the Single-Family Residential Code)
- Attached Garage Options, Visitor Parking, and Second Tenet Parking
- Private Yards
- Large Walk-In Closets
- Open Concept
- High End Finishes

Mr. Blanco addressed the Planning and Zoning Commission's concerns from their previous meeting in regards to building materials, land use, and parking. Mr. Blanco exhibited white mass renderings with the disclaimer that the displayed images were not what the Cottages would look like. The images only illustrated the farmhouse look.

Building Materials

- Natural Elevation Changes from Unit Mix
- Conforms with the City of Baytown's 60% Masonry Inside Their PUD
- Combination of Masonry, Natural Woods, Metals, and Batten Board Siding

Land Use

- Promote Health/Well-Being by Encouraging Physical Activity, Alternative Transportation, and Greater Social Interactions with Their Amenities
- Promotes an Aesthetic, High-Density, Mixed-Use Area
- Permits a Combination of Office, Retail, Commercial, and Residential Uses within a Single Development

- Tier 3 Approved Use
- Future Land Use Plan Consistent

Mr. Blanco proceeded to give their statistics in comparison to Alta, their closest multifamily competition.

San Jacinto Cottages' Value & Statistics

- Estimated \$35 Million in Property Value Over 13.5 Acres
- 159,000 sq. ft. of Building Area
- \$220 price per sq. ft.

Alta's Value & Statistics

- \$39 Million in Property Value Over 19 Acres
- 350,000 sq. ft. of Building Area
- \$111 price per sq. ft.

Mr. Blanco further broke down the San Jacinto Cottages value and statistics by stating their \$35 million homes equated to thirty-five \$1 million-homes. The Cottages would fit those thirty-five \$1 million-homes in their 13.51 acres, and also have 164 residential units versus thirty-five. Mr. Blanco noted the density would help propel the retail growth of San Jacinto Boulevard.

In continuation of the presentation, Mr. Blanco addressed parking and relayed their current mix of units and the different requirements given their number of units.

Parking

Unit Type	1 Bedroom	2 Bedroom	3 Bedroom	Visitor	Total
No. of Units	60	72	32	164	164

According to Livable Center (LC) PUDs, the San Jacinto Cottages were required to have 249 parking units. The multi-family code, Baytown's strictest parking requirements, required the Cottages to have 308 parking units. Mr. Blanco then provided the number of parking units the Cottages planned to deliver.

Parking Type	Garage	At Units	Visitor	Total
Parking Delivered	108	164	98	370

By the LC PUD's requirements, the Cottages were at 121 parking units in excess (49%). Additionally, by the MF1 Code, the Cottages were at 62 parking units in excess (20%). Mr. Blanco then highlighted on their land plan where those parking units would be located. With that being the end of his presentation, Mr. Blanco closed on the note that they were not asking a dollar from the city, but for their blessing.

Mayor Capetillo noted Ms. Clara Linhoff had signed to speak; however, she was not present.

At 7:14 P.M., Mayor Capetillo closed the public hearing concerning the proposed Planned Unit Development (PUD) of approximately 13.51 acres generally located east of San Jacinto Boulevard and South of Santavy Road for a proposed multifamily cottage development.

b. Consider an ordinance authorizing a Detention Agreement with REME Financial, LLC, for The Cottages at San Jacinto Boulevard. The Agreement provides that REME may utilize a water detention area for water detention provided they improve the area by providing a trail and other amenities.

A motion was made by Council Member Charles Johnson and seconded by Council Member Laura Alvarado to approve Ordinance No. 15,014, related to Item 6.b. However, there was discussion prior to the vote.

Mayor Pro Tem Presley noted he was just curious that the private development not asking for one incentive and inquired about the financing of The Cottages at San Jacinto Boulevard as to whether it was conventional financing and whether there were any governmental guarantees. REME Representative Daniel Blanco replied it would be privately financed through a typical debt and equity structures. REME would have a lender for construction and REME would bring their equity to the table. Mayor Pro Tem Presley further questioned if there would be a HUD guarantee or financing and Mr. Blanco responded no, as the project would be individually and privately financed.

The vote for the motion on the table was as follows:

Ayes: Mayor Brandon Capetillo, Council Member Laura Alvarado, Council Member Charles Johnson, Council Member Heather Betancourth, Council Member Jacob Powell, and Council Member Mike Lester

Nays: Mayor Pro Tem Chris Presley

Approved

ORDINANCE NO. 15,014

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING A DETENTION AGREEMENT WITH REME FINANCIAL, LLC, FOR THE COTTAGES AT SAN JACINTO BLVD. PLANNED UNIT DEVELOPMENT; MAKING OTHER PROVISIONS RELATED THERETO; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

c. Consider an ordinance authorizing the sale of property located near San Jacinto Boulevard and W. Archer Road, consisting of .3726 acres of land.

A motion was made by Council Member Charles Johnson and seconded by Council Member Laura Alvarado to approve Agenda Items 6.c. through 6.e. However, there was discussion prior to the vote.

Council Member Alvarado addressed the public comments alluding to the Cottages as low-income housing or as apartment complexes and she assured they were not. Planning and

Development Services Director Martin Scribner explained those comments were from their Baytown Engage website and that the comments were before their first public hearing and before the public had a chance to see what was being proposed. Mr. Scribner relayed since then, they had not received any comments.

Council Member Johnson commented on the parking situation. He thanked REME for hearing them and going above and beyond their minimum requirements as many developers fight those minimum requirements. Council Member Lester echoed Council Member Johnson's sentiment.

Mayor Pro Tem Presley appreciated REME's efforts; however, he was of the opinion that Baytown was already saturated by large scale rental complexes. If there was a path to homeownership or if there were less units, Mayor Pro Tem Presley would have voted differently.

The vote for the motion on the table was as follows:

Ayes: Mayor Brandon Capetillo, Council Member Laura Alvarado, Council Member Charles Johnson, Council Member Heather Betancourth, Council Member Jacob Powell, and Council Member Mike Lester

Nays: Mayor Pro Tem Chris Presley

Approved

ORDINANCE NO. 15,015

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING THE SALE OF APPROXIMATELY .3726 ACRES OF LAND SITUATED IN THE W.C.R.R. SURVEY, ABSTRACT NO. 899, HARRIS COUNTY, TEXAS, TO REME FINANCIAL, LLC; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

d. Consider an ordinance accepting the conveyance of approximately .2589 acres of land out of the W.C.R.R. Survey, Abstract 899, Harris County, Texas, pursuant to a Detention Agreement with REME Financial, LLC, for The Cottages at San Jacinto Boulevard PUD.

ORDINANCE NO. 15,016

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, ACCEPTING THE CONVEYANCE OF APPROXIMATELY .2589 ACRES OF LAND OUT OF THE W.C.R.R. SURVEY, ABSTRACT NO. 899, HARRIS COUNTY, TEXAS, FROM REME FINANCIAL, LLC, PURSUANT TO A DETENTION AGREEMENT FOR THE COTTAGES AT SAN JACINTO BOULEVARD PLANNED UNIT DEVELOPMENT (PUD); AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

- e. **Consider an ordinance concerning the proposed Planned Unit Development (PUD) of approximately 13.51 acres generally located east of San Jacinto Boulevard and South of Santavy Road for a proposed multifamily cottage development.**

ORDINANCE NO. 15,017

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, APPROVING THE COTTAGES AT SAN JACINTO BOULEVARD PLANNED UNIT DEVELOPMENT OF APPROXIMATELY 13.51 ACRES GENERALLY LOCATED EAST OF SAN JACINTO BOULEVARD AND SOUTH OF SANTAVY ROAD, LEGALLY DESCRIBED AS TRACT 5A IN ELENA FRUIT & COTTON FARMS, HARRIS COUNTY, TEXAS; AUTHORIZING DEVIATIONS FROM AND ADJUSTMENTS TO DESIGN AND COMPATIBILITY STANDARDS OF THE UNIFIED LAND DEVELOPMENT CODE CONSISTENT WITH THE PLANNED UNIT DEVELOPMENT DISTRICT CREATED HEREIN; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

7. PROPOSED ORDINANCES

- a. **Consider an ordinance amending Chapter 42 "Health and Sanitation," Article IV "Food and Food Service Establishments," Section 42-131 "Definitions" and Section 42-153 "Mobile Food Establishments," Subsection (c)(3) of the Code of Ordinances, Baytown, Texas, to revise the mobile food unit definition to include an enclosed trailer and extend the operational hours at one location from six (6) hours to twelve (12) hours.**

Director of the Health Department Tony Gray presented the item that proposed to amend two parts of Chapter 42 in their City Code of Ordinances. He noted one amendment would expand the current definition of the mobile food unit to include "an enclosed trailer" used for the preparation, sale, or donation of on-site prepared foods.

The second amendment would extend the operational hours of the location where the mobile food unit could be set up from six to twelve hours. Mr. Gray stated the other affected section, Sec. 42-153, Subsection (c)(3), would be a simple revision as it would remove the word "six" and replace it with the word "twelve." The section would now read:

Mr. Gray recapped those were the only changes, and that staff recommended approval.

Mayor Capetillo noted Ms. Tammi Scott had signed to speak regarding this agenda item and asked her to come forward to present her comments.

Ms. Tammi Scott spoke on behalf of small business owners and on behalf of The Dirty Daiquiri. She gave a quick story regarding the proposed twelve hours, and additionally presented pictures exhibiting the differences between food trailers versus food trucks. Ms. Scott expanded on their differences in regards to kitchen space, startup costs, and their statistics. Lastly, Ms. Scott thanked Council for considering the ordinance as it really helps support us, small business owners,

especially drinking establishments that want food and we benefit nothing from the food other than being of service to the community.

Council Member Alvarado commented her appreciation for Council moving the ordinance forward and also thanked Mayor Pro Tem Presley and staff for joining forces with her.

Council Member Lester voiced his concerns of construction standards for trailers. Mr. Gray responded they had not changed any of the exterior requirements. It would have to be an enclosed trailer. For example, a barbecue pit in the back of an open trailer would not be allowed. Mr. Gray further explained exterior surfaces and stated that according to the current ordinance, the exterior surfaces would have to be made of weather-resistant materials (i.e., some type of metal, stainless, etc.). Council Member Lester reiterated his only concern were the standards. If the same standards were met as the actual motorized mobile vehicles, then he would be okay with it. Mr. Gray assured all other requirements were still in effect, and expanded on what "readily moveable" entailed. Mr. Gray informed Council Member Lester that "readily moveable" meant not being able to take the tires off the mobile food unit.

Mayor Capetillo echoed Lester's concerns and noted he would have a look at that. If they did need to make some type of exterior standards, then Council would do that at that time. However, Mayor Capetillo professed he strongly supported the change.

A motion was made by Council Member Charles Johnson and seconded by Council Member Laura Alvarado to approve Ordinance No. 15,018, related to Item 7.a. The vote was as follows:

Ayes: Mayor Brandon Capetillo, Council Member Laura Alvarado, Mayor Pro Tem Chris Presley, Council Member Charles Johnson, Council Member Heather Betancourth, Council Member Jacob Powell, and Council Member Mike Lester

Nays: None

Approved

ORDINANCE NO. 15,018

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AMENDING CHAPTER 42 "HEALTH AND SANITATION," ARTICLE IV "FOOD AND FOOD SERVICE ESTABLISHMENTS," SECTION 42-131 "DEFINITIONS" AND SECTION 42-153 "MOBILE FOOD ESTABLISHMENTS" OF THE CODE OF ORDINANCES, BAYTOWN, TEXAS, TO INCLUDE THE USE OF FOOD SERVICE TRAILERS; TO INCREASE THE HOURS OF OPERATION; AND PROVIDING FOR THE PUBLICATION AND EFFECTIVE DATE THEREOF.

b. Consider an ordinance authorizing Change Order No. 1 to SER Construction Partners, LCC for Neighborhood Street reconstruction of Allenbrook Drive (W. Baker Road to Dead End), and Edgebrook Drive (Birdsong Drive to Allenbrook Drive).

Assistant Director of Public Works and Engineering Andrea Brinkley presented the item and noted that they had to terminate a contract due to there being no progress nor performance and this item would be a Change Order to SER Construction Partners to complete the work left incomplete. Ms. Brinkley stated the contract would increase with the Change Order by about \$697,000, and the work would start on January 31st. Ms. Brinkley ended on the note that staff recommended approval.

A motion was made by Council Member Heather Betancourth and seconded by Council Member Charles Johnson to approve Ordinance No. 15,019, related to Item 7.b. The vote was as follows:

Ayes: Mayor Brandon Capetillo, Council Member Laura Alvarado, Mayor Pro Tem Chris Presley, Council Member Charles Johnson, Council Member Heather Betancourth, Council Member Jacob Powell, and Council Member Mike Lester

Nays: None

Approved

ORDINANCE NO. 15,019

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING CHANGE ORDER NO. 1 TO THE NEIGHBORHOOD STREET RECONSTRUCTION OF ALLENBROOK DRIVE (W. BAKER ROAD TO DEAD END) AND EDGEBROOK DRIVE (BIRDSONG DRIVE TO ALLENBROOK DRIVE) PROJECT WITH SER CONSTRUCTION PARTNERS, LLC, IN AN AMOUNT NOT TO EXCEED SIX HUNDRED NINETY-SEVEN THOUSAND TWO HUNDRED FIFTY-TWO AND NO/100 DOLLARS (\$697,252.00); AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

c. Consider an ordinance authorizing Change Order No. 3, which amends the Construction Manager-at-Risk contract for the Public Safety Facility Project, with Durotech, Inc. to approve the Phase 2 and 3 Guaranteed Maximum Price.

Assistant Director of Public Works and Engineering Andrea Brinkley presented the item and noted that this was the third and final action for the GMP that would bring the total project value to about \$60 million, the action being a \$41 million component. The component would take twenty months to complete, with the total being thirty-two months to complete the construction of the Public Safety Facility. Ms. Brinkley lastly relayed that staff recommended approval.

A motion was made by Council Member Charles Johnson and seconded by Council Member Heather Betancourth to approve Ordinance No. 15,020, related to Item 7.c. The vote was as follows:

Ayes: Mayor Brandon Capetillo, Council Member Laura Alvarado, Mayor Pro Tem Chris Presley, Council Member Charles Johnson, Council Member Heather Betancourth, Council Member Jacob Powell, and Council Member Mike Lester

Nays: None

Approved

ORDINANCE NO, 15,020

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING CHANGE ORDER NO. 3, WHICH AMENDS THE CONSTRUCTION MANAGER-AT-RISK CONTRACT FOR THE PUBLIC SAFETY FACILITY PROJECT, WITH DUROTECH, INC., IN AN AMOUNT NOT TO EXCEED FORTY-ONE MILLION EIGHT HUNDRED THIRTY THOUSAND EIGHT HUNDRED FIFTY-NINE AND NO/100 DOLLARS (\$41,830,859.00); AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

d. Consider an ordinance authorizing Contract Amendment 1 to the Construction Management Services for the Reconstruction of Rollingbrook with Cobb, Fendley & Associates, Inc.

Assistant Director of Public Works and Engineering Andrea Brinkley presented the item and relayed that Cobb, Fendley would be performing as a staff augmentation at this time. They perform construction management inspections on the project and were currently performing day-to-day inspections. Ms. Brinkley noted the project was almost completed and in the fourth phase but they had also done some work for the City to let them know that they can do bridge inspections. Ms. Brinkley further discussed the contract would help fix a bump on Rollingbrook and Cobb, Fendley would also assist with the bridge inspection that matches the TxDOT standard, which would amend their contract with the amount of \$62,990. Ms. Brinkley ended on the note that staff recommended approval.

A motion was made by Council Member Laura Alvarado and seconded by Council Member Charles Johnson to approve Ordinance No. 15,021, related to Item 7.d. The vote was as follows:

Ayes: Mayor Brandon Capetillo, Council Member Laura Alvarado, Mayor Pro Tem Chris Presley, Council Member Charles Johnson, Council Member Heather Betancourth, Council Member Jacob Powell, and Council Member Mike Lester

Nays: None

Approved

ORDINANCE NO. 15,021

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING THE FIRST AMENDMENT TO THE CONSULTING SERVICES CONTRACT WITH COBB, FENDLEY & ASSOCIATES FOR THE RECONSTRUCTION OF ROLLINGBROOK DRIVE PROJECT; AUTHORIZING PAYMENT BY THE CITY OF BAYTOWN IN AN AMOUNT NOT TO EXCEED SIXTY-TWO THOUSAND NINE HUNDRED NINETY AND NO/100 DOLLARS (\$62,990.00); MAKING OTHER PROVISIONS RELATED THERETO; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

e. Consider an ordinance approving Change Order No. 1 for the West District Wastewater Treatment Plant Second Feed Project.

Assistant Director of Public Works and Engineering Andrea Brinkley presented the item and expressed they had wanted to bring the Change Order forward to continue with construction. Ms. Brinkley relayed that shortly after being awarded with the contract, they were notified by Texas Commission on Environmental Quality (TCEQ) that they needed to take another look at their design plans. Ms. Brinkley informed Council that the engineer was present in the audience. The engineer, Dwayne, had worked on the project to make sure everything had been corrected, which required new pricing and a different pipe type that could withstand the pressure meeting TCEQ standards.

Ms. Brinkley noted even with the Change Order and the contract value, the contractor was still the lowest bidder. She reiterated the Change Order would be a way to continue forward with the project that would bring relief to a surcharge system feeding the West District Wastewater Treatment Plant. The value of the Change Order was \$702,556, and with that, Ms. Brinkley stated that staff recommended approval.

Council Member Johnson requested elaboration on the issue with the pipe. Ms. Brinkley responded that the original pipe did not meet the standard of 150 PSI and by going up a pipe class, they were able to meet that standard.

A motion was made by Council Member Charles Johnson and seconded by Council Member Laura Alvarado to approve Ordinance No. 15,022, related to Item 7.e. The vote was as follows:

Ayes: Mayor Brandon Capetillo, Council Member Laura Alvarado, Mayor Pro Tem Chris Presley, Council Member Charles Johnson, Council Member Heather Betancourth, Council Member Jacob Powell, and Council Member Mike Lester

Nays: None

Approved

ORDINANCE NO. 15,022

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING CHANGE ORDER NO. I TO THE WEST DISTRICT WASTEWATER TREATMENT PLANT SECOND FEED PROJECT WITH T CONSTRUCTION L.L.C., IN AN AMOUNT NOT TO EXCEED SEVEN HUNDRED TWO THOUSAND FIVE HUNDRED FIFTY-SIX AND NO/100 DOLLARS (\$702,556.00); AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

8. CONSENT

A motion was made by Council Member Charles Johnson and seconded by Council Member Laura Alvarado to approve Consent Agenda Items 8.a. through 8.j., with the exception of Items 8.c. and 8.e., which were pulled for discussion. The vote was as follows:

Ayes: Mayor Brandon Capetillo, Council Member Laura Alvarado, Mayor Pro Tem Chris Presley, Council Member Charles Johnson, Council Member Heather Betancourth, Council Member Jacob Powell, and Council Member Mike Lester

Nays: None

Approved

a. Consider an ordinance authorizing a Consulting Services Agreement with Binkley & Barfield, Inc. for the Cedar Bayou Crossing Corridor Study.

ORDINANCE NO. 15,023

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING A CONSULTING SERVICES AGREEMENT WITH BINKLEY & BARFIELD, INC., FOR THE CEDAR BAYOU CROSSING CORRIDOR STUDY; AUTHORIZING PAYMENT BY THE CITY OF BAYTOWN IN AN AMOUNT NOT TO EXCEED SIX HUNDRED SIXTY-ONE THOUSAND ONE HUNDRED SEVENTY-SEVEN AND NO/100 DOLLARS (\$661,177.00); MAKING OTHER PROVISIONS RELATED THERETO; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

b. Consider an ordinance authorizing acceptance and release of retainage to Kraftsman L.P. for the completion of the Parks Service Center.

ORDINANCE NO.15,024

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, ACCEPTING THE PARKS SERVICE CENTER PROJECT; AUTHORIZING FINAL PAYMENT OF THE SUM OF SEVENTY-FOUR THOUSAND EIGHT HUNDRED FORTY AND 54/100 DOLLARS (\$74,840.54) TO KRAFTSMAN, L.P., FOR SAID PROJECT; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

c. Consider an ordinance authorizing the restoration of the Baytown Fire Department's 1947 Mack fire truck to be completed by Automotion Classics, Inc.

Council Member Betancourth had several queries for Fire Chief Keith Dobson related to this item. She first requested to be reminded of the cost of the restoration project and Chief Dobson answered the total cost would be \$82,426, which would include the transport of the truck up to New York, where it would be worked on, and brought back to Baytown. Council Member Betancourth then questioned about how long it would take to complete and Assistant Chief Ronal Roberts replied eight to nine months. Council Member Betancourth inquired on the proposed plan for the truck after it would be fully restored and Mr. Roberts responded they would push some options around since the Public Safety Building had no display space available and for the meantime, they would place the restored truck at either Fire Station 6 or 1. Mr. Roberts elaborated Fire Station 1 would have a viewing area as it had glass front doors. Council Member Betancourth stated that Fire Station 2 had been previously suggested to store the restored truck as it would probably have a display space, though it had yet to be funded, which Mayor Capetillo confirmed.

A motion was made by Council Member Laura Alvarado and seconded by Mayor Pro Tem Chris Presley to approve Ordinance No. 15,028, related to Item 8.c. The vote was as follows:

Ayes: Mayor Brandon Capetillo, Council Member Laura Alvarado, Mayor Pro Tem Chris Presley, Council Member Charles Johnson, Council Member Jacob Powell, and Council Member Mike Lester

Nays: Council Member Heather Betancourth

Approved

ORDINANCE NO. 15,028

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, ACCEPTING THE PROPOSAL OF AUTOMOTION CLASSICS, INC., FOR THE RESTORATION OF THE BAYTOWN FIRE DEPARTMENT'S 1947 MACK FIRE TRUCK; AUTHORIZING PAYMENT BY THE CITY OF BAYTOWN IN THE AMOUNT OF EIGHTY-TWO THOUSAND FOUR HUNDRED TWENTY-SIX AND 70/100 DOLLARS (\$82,426.70); MAKING OTHER PROVISIONS RELATED THERETO; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

d. Consider an ordinance for professional services from TIBCO Software, Inc., for the Phase III License Plate Reader (LPR) Integration for Houston HIDTA.

ORDINANCE NO.15,025

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING PAYMENT IN THE SUM OF ONE HUNDRED THIRTY THOUSAND AND NO/100 DOLLARS (\$130,000.00) TO TIBCO SOFTWARE, INC., FOR THE SOLE-SOURCE PURCHASE OF PROFESSIONAL SERVICES FOR THE PHASE III LICENSE PLATE READER INTEGRATION FOR HOUSTON HIDTA; MAKING OTHER PROVISIONS RELATED THERETO; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

e. Consider an ordinance authorizing the Third Amendment to the Lease of Premises with Solid Waste, Ltd. Inc., for the Baytown Marina.

Mayor Capetillo requested the appropriate personnel describe the general preface of the contract extension. Interim City Attorney Trevor Fanning responded there was a mistake in the preface because as it was written, the two additional six-month periods were not stated. Mayor Capetillo further requested elaboration as to how it was written and Mr. Fanning stated that as it was written, it extended the lease for one year. He noted the contract was first entered in 2002 with three five-year extensions. However, the amendment takes the date at the end of the third extension and advanced it one more year until February 2023.

Council Member Lester received calls in concern of the contract as there was a concern that Council would re-approve a fifteen-year contract or a five-year contract with two five-year extensions. Council Member Lester commented that could be very lucrative and wanted clarification that they were not renewing, but only extending the contract one year. So, staff could have the appropriate time to develop a proper Request for Proposal (RFP) for a proper marina operation, which he supported.

Mayor Pro Tem Presley commented the lease was unnecessarily complicated. He questioned if they really needed one year. City Manager Rick Davis answered they did not need one year before they petitioned for proposals but given the timing of the construction of the Hotel Convention Center, there would be a “ramp-down” and “ramp-up” type of process and they did not want to wait until the termination of the agreement before they do an RFP. Mr. Davis further explained they were trying to time it right for another entity to “ramp up” and resume those operations. Mayor Pro Tem Presley queried if it would be put out for public bid and Mr. Davis affirmed so and noted the marina would become a major amenity to the Hotel Convention Center.

A motion was made by Council Member Charles Johnson and seconded by Council Member Laura Alvarado to approve Ordinance No. 15,029, related to Item 8.e. The vote was as follows:

Ayes: Mayor Brandon Capetillo, Council Member Laura Alvarado, Mayor Pro Tem Chris Presley, Council Member Charles Johnson, Council Member Heather Betancourth, Council Member Jacob Powell, and Council Member Mike Lester

Nays: None

Approved

ORDINANCE NO. 15,029

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING AND DIRECTING THE CITY MANAGER TO EXECUTE AND THE CITY CLERK TO ATTEST TO THE THIRD AMENDMENT TO THE LEASE OF PREMISES WITH SOLID WASTE, LTD. INC.; MAKING OTHER PROVISIONS RELATED THERETO; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

f. Consider an ordinance repealing Ordinance No. 14,849, which authorized a Depository Services Agreement with J.P. Morgan Chase Bank; and authorizing a new Depository Services Agreement with Cadence Bank, N.A., as the depository for the City of Baytown.

ORDINANCE NO. 15,026

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, REPEALING ORDINANCE NO. 14,849 WHICH AUTHORIZED A DEPOSITORY SERVICES AGREEMENT WITH J.P. MORGAN CHASE BANK; AUTHORIZING AND DIRECTING THE CITY MANAGER TO EXECUTE AND THE CITY CLERK TO ATTEST TO A NEW DEPOSITORY SERVICES AGREEMENT WITH CADENCE BANK; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

g. Consider an ordinance authorizing the First Amendment to the Industrial District Agreement with Plastic Express.

ORDINANCE NO. 15,027

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AND THE CITY CLERK TO ATTEST TO THE FIRST AMENDMENT TO THE INDUSTRIAL DISTRICT AGREEMENT WITH PLASTIC EXPRESS; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

h. Consider a resolution approving the City of Baytown Investment Policy and Strategy Statement in accordance with the Public Funds Investment Act, Section 2256.005(e).

RESOLUTION NO. 2766

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, APPROVING THE CITY OF BAYTOWN'S INVESTMENT POLICY AND STRATEGY STATEMENT IN ACCORDANCE WITH THE PUBLIC FUNDS INVESTMENT ACT; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

- i. **Consider an amended and restated resolution designating authorized signatories for the Community Development Block Grant – Mitigation Grant Program (CDBG-MIT): GLO Contract #22-085-012-D240.**

RESOLUTION NO. 2767

AN AMENDED AND RESTATED RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, DESIGNATING AUTHORIZED SIGNATORIES FOR CONTRACTUAL DOCUMENTS AND DOCUMENTS FOR REQUESTING FUNDS PERTAINING TO THE COMMUNITY DEVELOPMENT BLOCK GRANT—MITIGATION PROGRAM (CDBG-MIT) CONTRACT #22-085-012-D240; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

- j. **Consider a resolution designating authorized signatories for the Community Development Block Grant – Mitigation Grant Program (CDBG-MIT): GLO Contract #22-082-020-D258.**

RESOLUTION NO. 2768

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, DESIGNATING AUTHORIZED SIGNATORIES FOR CONTRACTUAL DOCUMENTS AND DOCUMENTS FOR REQUESTING FUNDS PERTAINING TO THE COMMUNITY DEVELOPMENT BLOCK GRANT—MITIGATION PROGRAM (CDBG-MIT) CONTRACT#22-082-020-D258; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

9. **APPOINTMENTS**

- a. **Consider the appointment of Kelly Benavides, Michael Marks and Andy Helms as Associate Municipal Court Judges for the term of office, which begins February 1, 2022, and ends on January 31, 2024.**

Interim City Attorney Trevor Fanning relayed that two weeks ago, Council had approved to extend the contract of the Municipal Court Judge, and every year after doing so, Council would need to approve the contracts of the three backup Associate Municipal Court Judges. Mr. Fanning

stated the appointees had signed a two-year contract as well, and were appointed in the same manner that the Municipal Court Judge was appointed.

Mayor Capetillo voiced he would abstain from the vote.

A motion was made by Mayor Pro Tem Chris Presley and seconded by Council Member Charles Johnson to approve the appointment of Kelly Benavides, Michael Marks, and Andy Helms as Associate Municipal Court Judges for the term of office beginning on February 1, 2022 and ending on January 31, 2024. The vote was as follows:

Ayes: Council Member Laura Alvarado, Mayor Pro Tem Chris Presley, Council Member Charles Johnson, Council Member Heather Betancourth, Council Member Jacob Powell, and Council Member Mike Lester

Nays: None

Other: Mayor Brandon Capetillo (Abstain)

Approved

b. Consider two (2) appointments to the Baytown Animal Control Advisory Committee.

City Clerk Angela Jackson noted that there were currently two vacancies on the Baytown Animal Control Advisory Committee. One vacancy was for the Interested Citizen position, for which Ms. Yesenia Navarro was being considered and the other was for the Chief of Police designee, for which Corporal James Carr was being considered. Mayor Capetillo asked if the recommendation for the Interested Citizen position was made by the Ad Hoc Committee and Council Member Alvarado affirmed and stated that this would be their final recommendation.

A motion was made by Council Member Laura Alvarado and seconded by Council Member Charles Johnson to approve the two (2) appointments, Ms. Yesenia Navarro and Corporal James Carr, to the Baytown Animal Control Advisory Committee to serve unexpired terms, which are set to expire on September 30, 2022. The vote was as follows:

Ayes: Mayor Brandon Capetillo, Council Member Laura Alvarado, Mayor Pro Tem Chris Presley, Council Member Charles Johnson, Council Member Heather Betancourth, Council Member Jacob Powell, and Council Member Mike Lester

Nays: None

Approved

10. MANAGER'S REPORT

City Manager Rick Davis reminded Council that he had sent them the first draft of the implementation plan that would set the basis of their discussion and prioritization exercise that would follow next month.

11. EXECUTIVE SESSION

a. Recess into and conduct an executive session pursuant to Section 551.071 of the Texas Government Code to seek the advice of the City's attorneys regarding pending or contemplated litigation involving the City of Baytown.

At 7:53 P.M., Mayor Capetillo recessed and convened in to an executive session pursuant to Section 551.071 of the Texas Government Code to seek the advice of the City's attorneys regarding pending or contemplated litigation involving the City of Baytown.

At 8:07 P.M., Mayor Capetillo reconvened the open meeting and announced that in accordance with the 551.102 of the Texas Government Code, no action was taken in the Executive Session.

12. ADJOURN

With there being no further business to discuss, Mayor Capetillo adjourned the January 27, 2022, City Council Regular Meeting at 8:07 P.M.

Angela Jackson, City Clerk
City of Baytown



CITY COUNCIL MEETING

2. a.

Meeting Date: 02/24/2022

Subject: Present Years of Service Awards - Human Resources

Prepared for: Carol Flynt, Human Resources

Prepared by: Tracy Woolston, Human Resources

Department: Human Resources

Information

ITEM

Recognize City of Baytown Employees for their Years of Service.

PREFACE

5 YEAR

JAMES GRAY

LAURA

NICHOLAS-ANDREWS

DEPT

PUBLIC WORKS

COMMUNICATIONS

POSITION

CREW LEADER

TELECOMMUNICATIONS

SUPERVISOR

35 YEAR

KENNETH DEW

DEPT

POLICE

POSITION

POLICE SERGEANT

Fiscal Impact

Fiscal Year:

Acct Code:

Source of Funds (Operating/Capital/Bonds):

Funds Budgeted Y/N:

Amount Needed:

Fiscal Impact (Additional Information):

There is no fiscal impact associated with this item.



CITY COUNCIL MEETING

2. b.

Meeting Date: 02/24/2022

Subject: July Celebration schedule and entertainment for 2022

Prepared for: Clifford Hatch, Parks and Recreation

Prepared by: Clifford Hatch, Parks and Recreation

Department: Parks and Recreation

Information

ITEM

Present the 3rd and 4th of July Celebration schedule and entertainment for 2022.

PREFACE

The Parks and Recreation Department will announce the schedule and entertainment line-up for this year's 3rd and 4th of July Celebration.

The presentation will include a short commercial that will be aired on Channel 16 and will be placed on the City's website.

Fiscal Impact

Fiscal Year: na

Acct Code: na

Source of Funds (Operating/Capital/Bonds): na

Funds Budgeted Y/N: Y

Amount Needed: na

Fiscal Impact (Additional Information):



CITY COUNCIL MEETING

3. a.

Meeting Date: 02/24/2022

Subject: Receive a presentation from Build Baytown I, LLC for Evergreen Park

Prepared for: Bret Gardella, Development Manager

Prepared by: Raquel Martinez, City Clerk's Office

Department: Development Manager

Information

ITEM

Receive and discuss a presentation from Build Baytown I, LLC, regarding the development of a public golf course at Evergreen Park.

PREFACE

This item allows for Council to receive and discuss a presentation from Build Baytown I, LLC, regarding the development of a public golf course at Evergreen Park.

Fiscal Impact

Fiscal Year:

Acct Code:

Source of Funds (Operating/Capital/Bonds):

Funds Budgeted Y/N:

Amount Needed:

Fiscal Impact (Additional Information):

There is no fiscal impact.



CITY COUNCIL MEETING

3. b.

Meeting Date: 02/24/2022

Subject: Receive the City of Baytown's Quarterly Financial and Investment Reports for the Quarter Ending December 31, 2021

Prepared for: Victor Brownlees, Finance

Prepared by: Elizabeth Donato, Finance

Department: Finance

Information

ITEM

Receive the City of Baytown's Quarterly Financial and Investment Reports for the Quarter Ending December 31, 2021.

PREFACE

This item allows the City Council to receive the City of Baytown's Quarterly Financial and Investment Reports for the Quarter Ending December 31, 2021.

Fiscal Impact

Fiscal Year:

Acct Code:

Source of Funds (Operating/Capital/Bonds):

Funds Budgeted Y/N:

Amount Needed:

Fiscal Impact (Additional Information):

There is no fiscal impact associated with this item.

Attachments

COB Financial Report



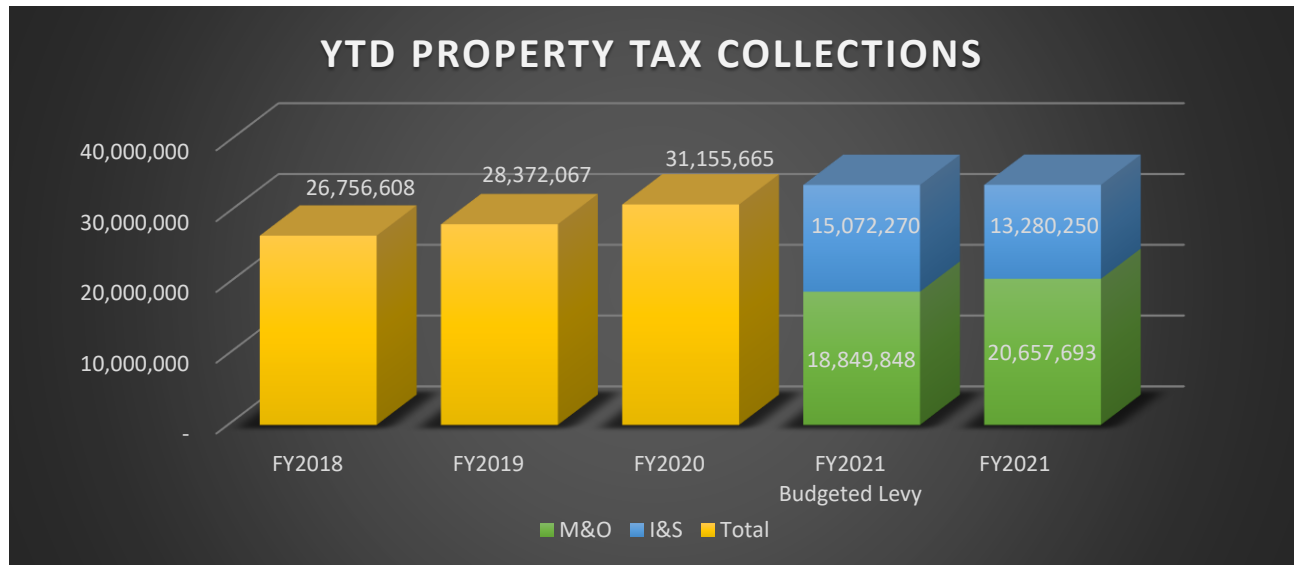
CITY OF BAYTOWN

QUARTERLY FINANCIAL AND INVESTMENT REPORT
ENDING DECEMBER 31, 2021

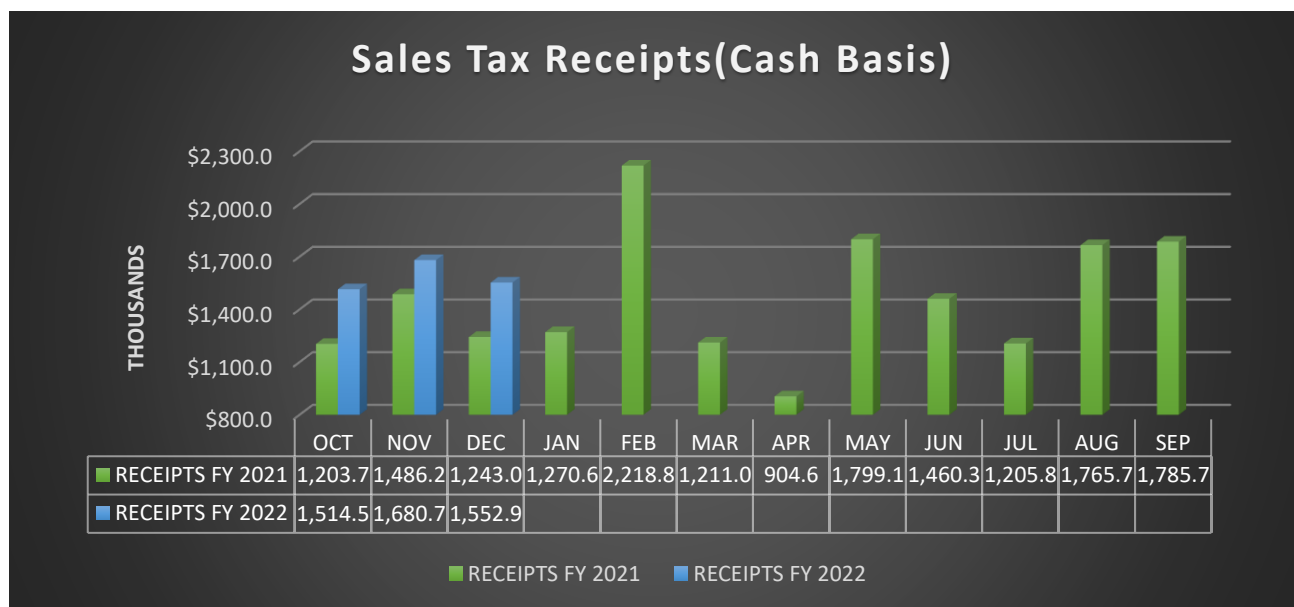
TABLE OF CONTENTS

	Page
Property Tax Collections & Sales Tax Revenue Charts.....	1
101 – General Fund	2
502 – Aquatics Fund	3
232 – Hotel/Motel Occupancy Tax Fund	4
520 – Water & Sewer Fund	5
500 – Sanitation Fund	6
505 – Storm Water Utility Fund	7
211 – Street Maintenance Tax Fund	8

PROPERTY TAX



SALES TAX



GENERAL FUND

	Budget		CY Actual		Balance	%	PY Actual		CY to PY Change \$		
Revenues											
General Property Tax	\$	22,750,000	\$	8,305,936	\$	14,444,064	37%	\$	7,010,914	\$	1,295,023
Sales and Use Tax		18,678,559		4,760,785		13,917,773	25%		4,071,836		688,949
Franchise Fee		4,640,917		1,103,129		3,537,788	24%		831,049		272,080
Indust Dist Contra		66,775,000		56,461,360		10,313,640	85%		55,653,090		808,271
Pmt. In Lieu of Tax		435,826		-		435,826	0%		246,701		(246,701)
Licenses & Permits		3,058,768		508,586		2,550,182	17%		999,656		(491,071)
Intergovernmental		1,134,282		12,689		1,121,593	1%		12,689		-
Charges for Services		2,608,269		585,558		2,022,711	22%		493,563		91,995
Fines & Forfeitures		1,478,673		328,132		1,150,541	22%		306,536		21,596
Special Assessment		306,906		77,440		229,466	25%		53,947		23,493
Miscellaneous		1,162,789		133,948		1,028,841	12%		521,679		(387,730)
Transfers In		3,143,516		344,965		2,798,552	11%		773,766		(428,801)
Total Revenues		126,173,506		72,622,529		53,550,977	58%		70,975,425		1,647,103
Expenditures											
General Government		30,554,032		6,379,816		24,174,216	21%		5,818,813		561,003
Public Safety		57,582,005		13,083,349		44,498,656	23%		12,326,492		756,857
Public Works		6,338,420		1,557,757		4,780,663	25%		1,435,456		122,301
Health & Welfare		5,083,297		846,565		4,236,732	17%		824,085		22,480
Culture & Leisure		11,141,821		2,517,399		8,624,422	23%		2,474,672		42,726
Total Operating		110,699,574		24,384,885		86,314,690	22%		22,879,518		1,505,366
Capital Outlay		2,132,422		1,987,294		145,128	93%		181,404		1,805,890
Transfers Out		24,086,415		6,021,604		18,064,811	25%		2,961,454		3,060,149
Total Expenditures		136,918,411		32,393,782		104,524,629	24%		26,022,376		6,371,406
Net Change		(10,744,906)		40,228,746					44,953,049		
Beg. Fund Balance		48,376,745		49,841,737					36,511,729		
End. Fund Balance	\$	37,631,839	\$	90,070,483				\$	81,464,777		
*FB Policy:		27,295,785		27,295,785							
FB Over Policy:		10,336,054		62,774,698							

*City has a 90 day fund balance policy.

AQUATICS FUND

	Budget	CY Actual	Balance	%	PY Actual	CY to PY Change \$
Revenues						
Facility Rental	\$ 120,000	\$ 850	\$ 119,150	1%	\$ 300	\$ 550
Aquatics	3,786,600	37,660	3,748,941	1%	19,463	18,197
Concessions	365,000	-	365,000	0%	-	-
Concessions Nontax	2,000	-	2,000	0%	-	-
Rentals - Misc.	50,000	-	50,000	0%	-	-
Miscellaneous	5,000	3,671	1,329	73%	-	3,671
Overages & Short	-	101	(101)	0%	20	81
Total Revenues	4,328,600	42,282	4,286,318	1%	19,783	22,499
Expenditures						
Personnel Services	2,238,670	103,439	2,135,231	5%	117,055	(13,616)
Supplies	590,440	127,340	463,100	22%	72,344	54,996
Maintenance	748,913	528,550	220,363	71%	119,695	408,855
Services	151,168	9,062	142,106	6%	18,529	(9,468)
Capital Outlay	-	-	-	0%	-	-
Construction in Prog	-	-	-	0%	-	-
Interfund Transfer	381,054	95,264	285,791	25%	95,272	(8)
Contingencies	75,000	-	75,000	0%	-	-
Total Expenditures	4,185,245	863,654	3,321,592	21%	422,895	440,759
Net Change	143,355	(821,372)			(403,112)	
Beg. Working Capital	199,210	1,098,063			879,446	
End. Working Capital	\$ 342,565	\$ 276,691			\$ 476,334	

HOTEL/MOTEL FUND

	Budget		CY Actual		Balance	%	PY Actual	CY to PY Change \$
Revenues								
Hotel/Motel Tax	\$	1,315,537	\$	369,878	\$	945,659	28%	\$ 367,454 \$ 2,425
Operating Revenues		3,162		-		3,162	0%	356 (356)
Miscellaneous		22,333		246		22,088	1%	9,997 (9,751)
Total Revenues		1,341,032		370,124		970,909	28%	377,806 (7,682)
Expenditures								
Arts		72,350		41,376		30,974	57%	1,349 40,027
Promotional		2,470,436		129,140		2,341,296	5%	133,666 (4,526)
Historical		115,000		6,026		108,974	5%	18,692 (12,666)
Convention Center		1,951,930		-		1,951,930	0%	80,565 (80,565)
Total Expenditures		4,609,715		176,542		4,433,173	4%	234,272 (57,730)
Net Change		(3,268,683)		193,582				143,534
Beg. Fund Balance		5,225,493		6,908,947				5,192,090
End. Fund Balance	\$	1,956,810	\$	7,102,528			\$	5,335,624

WATER & SEWER FUND

	Budget	CY Actual	Balance	%	PY Actual	CY to PY Change %
Revenues						
BAWA - Contract Ser.	\$ 1,985,739	\$ 355,104	\$ 1,630,635	18%	\$ 357,147	\$ (2,044)
Sale of Water	21,770,156	5,993,561	15,776,595	28%	6,727,798	(734,237)
Sewer Service	19,854,539	5,099,832	14,754,708	26%	5,225,094	(125,262)
Penalties	614,168	206,399	407,769	34%	256,973	(50,574)
Pollution Control	557,236	117,874	439,362	21%	146,935	(29,062)
PSLIP Program	160,280	47,317	112,963	30%	44,850	2,467
Turn-On Fees	689,827	248,117	441,710	36%	274,203	(26,087)
Water Tap Fees	252,047	47,050	204,997	19%	44,100	2,950
Sewer Tap Fees	31,311	8,200	23,111	26%	6,250	1,950
Investment Interest	42,137	2,756	39,381	7%	21,593	(18,837)
Miscellaneous	6,860	492	6,368	7%	1,920	(1,428)
Overages & Short	-	1	(1)	0%	(24)	26
From Aquatics Fund	60,000	15,000	45,000	25%	15,000	-
Total Revenues	46,024,301	12,141,702	33,882,599	26%	13,121,839	(980,137)
Expenditures						
Utility Billing	2,563,081	524,563	2,038,519	20%	417,778	106,785
W&S Gen. Overhead	1,701,212	356,057	1,345,155	21%	369,825	(13,768)
Utility Transmission	2,113,657	427,935	1,685,722	20%	516,884	(88,949)
Treated Water	13,814,730	3,172,727	10,642,003	23%	3,236,829	(64,102)
Water Treatment	1,998,713	355,104	1,643,609	18%	390,130	(35,026)
WW Treatment	7,528,834	1,631,657	5,897,177	22%	2,246,592	(614,935)
Pollution Control	577,477	111,656	465,821	19%	142,429	(30,772)
Construction	2,069,946	362,143	1,707,803	17%	437,981	(75,838)
Operating Transfer	17,603,102	4,400,775	13,202,327	25%	4,144,605	256,171
Total Expenditures	49,970,753	11,342,617	38,628,135	23%	11,903,052	(560,435)
Net Change	(3,946,452)	799,085			1,218,787	
Beg. Working Capital	10,984,044	9,147,968			11,578,322	
End. Working Capital	\$ 7,037,592	\$ 9,947,053			\$ 12,797,109	

SANITATION FUND

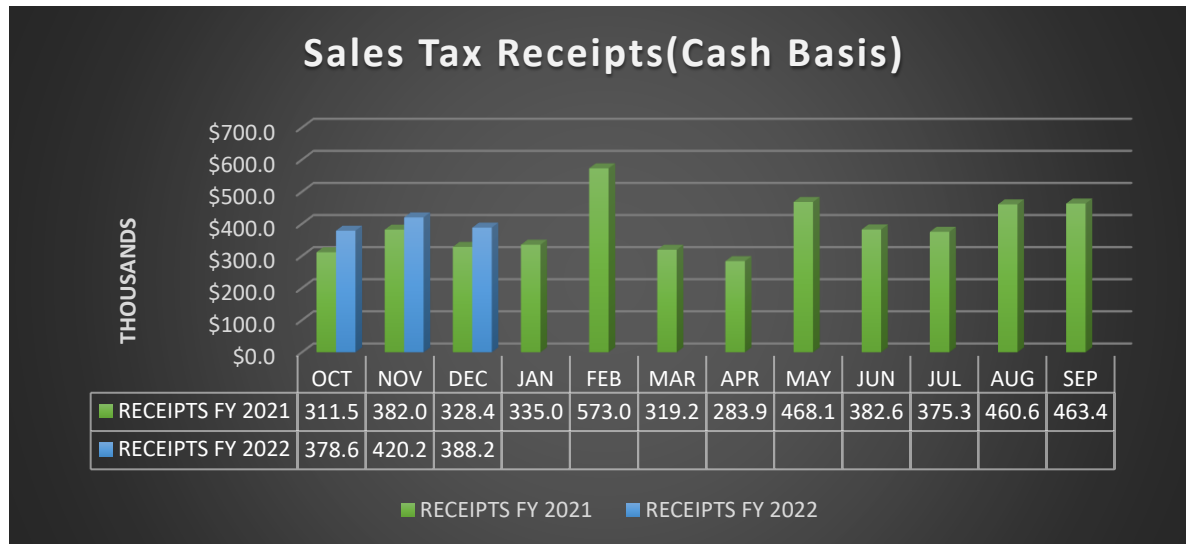
	Budget		CY Actual		Balance	%	PY Actual	CY to PY Change \$
Revenues								
Oper. Rev.	\$	6,875,651	\$	2,004,163	\$	4,871,487	29%	\$ 1,981,544 \$ 22,619
Miscellaneous		-		5,223		(5,223)	0%	2,372 2,851
Interfund Transfer		250,000		62,500		187,500	25%	62,500 -
Total Revenues		7,125,651		2,071,886		5,053,765	29%	2,046,416 25,470
Expenditures								
Personnel Services		977,307		192,193		785,114	20%	229,573 (37,380)
Supplies		66,100		17,131		48,969	26%	12,845 4,286
Maintenance		97,000		44,409		52,591	46%	20,097 24,313
Services		5,915,395		1,190,439		4,724,956	20%	1,274,037 (83,598)
Sundry Charges		-		(107)		107	0%	(87) (20)
Capital Outlay		-		-		-	0%	- -
Interfund Transfer		-		-		-	0%	46,625 (46,625)
Total Expenditures		7,055,802		1,444,065		5,611,737	20%	1,583,090 (139,025)
Net Change		69,848		627,821				463,326
Beg. Working Capital		524,100		765,740				360,263
End. Working Capital	\$	593,948	\$	1,393,561			\$	823,589

STORM WATER UTILITY FUND

	Budget		CY Actual		Balance	%	PY Actual	CY to PY Change \$
Revenues								
User Fees	\$	3,896,904	\$	920,977	\$	2,975,927	24%	\$ 783,256 \$ 137,721
Expenditures								
Personnel Services		1,967,315		232,424		1,734,891	12%	351,883 (119,459)
Supplies		81,300		19,686		61,614	24%	19,494 193
Maintenance		290,000		76,232		213,768	26%	61,044 15,187
Services		37,175		932		36,243	3%	38,706 (37,773)
Sundry Charges		-		(1)		1	0%	(1) (0)
Capital Outlay		1,000,000		812,787		187,213	81%	(85,000) 897,787
Construction		-		-		-	0%	3,000 (3,000)
Interfund Transfer		1,370,500		42,625		1,327,875	3%	38,875 3,750
Contingencies		250,000		-		250,000	0%	- -
Total Expenditures		4,996,290		1,184,686		3,811,604	24%	428,001 756,684
Net Change		(1,099,386)		(263,709)				355,255
Beg. Working Capital		1,801,508		2,441,270				1,263,314
End. Working Capital	\$	702,122	\$	2,177,561			\$	1,618,568

STREET MAINTENANCE TAX FUND

SALES TAX



FINANCIAL SNAPSHOT

	Budget	CY Actual	Balance	%	PY Actual	CY to PY Change \$
Revenues						
Sales Tax	\$ 3,974,648	\$ 1,187,032	\$ 2,787,616	30%	\$ 1,021,961	\$ 165,070
Investment Interest	3,105	258	2,848	8%	813	(555)
Total Revenues	3,977,753	1,187,289	2,790,464	30%	1,022,774	164,515
Expenditures						
Mill & Overlay	-	1,900	(1,900)	0%	84,641	(82,741)
Crack Seal & Joint	5,569,756	1,362,431	4,207,325	24%	267,957	1,094,475
Con. Street Repair	-	10,372	(10,372)	0%	157,491	(147,119)
Street Projects	-	-	-	0%	-	-
Contingency	-	-	-	0%	-	-
Total Expenditures	5,569,756	1,374,703	4,195,053	25%	510,088	864,615
Net Change	(1,592,003)	(187,414)			512,686	
Beg. Fund Balance	4,364,197	4,405,940			3,136,451	
End. Fund Balance	\$ 2,772,194	\$ 4,218,526			\$ 3,649,137	

**CITY OF BAYTOWN
CITY WIDE INVESTMENT REPORT
OCTOBER 1, 2021 TO DECEMBER 30, 2021**

INVESTMENTS	Beginning Balance	Ending Balance
Book Value	\$ 300,232,790.07	\$ 298,648,909.19
Market Value	\$ 300,300,819.51	\$ 299,197,191.44
Par Value	\$ 299,839,038.63	\$ 298,400,075.71
 Quarterly Earnings		 \$ 51,616.96
Accrued Interest		\$ 153,969.62

PORTFOLIO DIVERSIFICATION

Security description	Par Value	% of total
Texpool	\$ 145,128,563.27	48.6%
Texstar	63,455,512.44	21.3%
Commercial Paper	37,300,000.00	12.5%
Municipal Bond	11,060,000.00	3.7%
Federal Home Loan Bank	13,940,000.00	4.7%
Fed Farm Credit Bank	7,995,000.00	2.7%
Federal Agricultural Mtg. Corp.	1,600,000.00	0.5%
Federal National Mtg Assn.	5,100,000.00	1.7%
US Agency	6,601,000.00	2.2%
US Treasury Note	2,600,000.00	0.9%
Federal Home Loan Mtg. Corp.	2,750,000.00	0.9%
Federal Housing Admin	870,000.00	0.3%
	<u>\$ 298,400,075.71</u>	<u>100.0%</u>

I declare that to the best of my knowledge the City of Baytown is in compliance with the provisions of the Texas Government Code Chapter 2256 and with the stated strategies and policies of the City Council.



W. Victor Brownlees
Director of Finance

Portfolio Position
City of Baytown Treasury
Effective Interest - Actual Life
Receipts in Period
10/01/21 - 12/31/21

	CUSIP	Invest Number	Security Description	Other Rating	Beginning Par Val/Shares	Ending Par Val/Shares	Beginning Market Val	Ending Market Val	Beginning Amor Val/Cost	Ending Amor Val/Cost	Unamor Prem/Dscnt	Gain/ Loss	Int/Div Rec/Earn In the Perd	Int/Div Accrued In the Perd	Amortization In the Perd	Total Earnings
Agency Bond	742651DJ8	20-0069-01	Agency Bond 4.30 12/15/21		1,300,000.00	1,300,000.00	1,311,297.00	1,300,000.00	1,311,067.78	1,300,000.00	-	(11,297.00)	11,490.56	-	(11,067.78)	193.56
	742651DM1	21-0023	Agency Bond 2.80 05/15/22		301,000.00	301,000.00	305,779.88	312,123.41	305,751.73	303,843.27	(2,843.27)	6,343.53	1,030.09	1,076.91	(1,908.45)	8,450.53
	3133ENEM8	22-0005	Agency Bond 1.43 11/23/22		5,000,000.00	5,000,000.00	5,000,000.00	5,076,656.10	5,000,000.00	5,000,000.00	-	76,656.10	-	7,547.22	-	84,203.32
Agency Bond Total					6,601,000.00	6,601,000.00	6,617,076.88	6,688,779.51	6,616,819.51	6,603,843.27	(2,843.27)	71,702.63	12,520.65	8,624.13	(12,976.23)	92,847.41
Commercial Paper	30229AYC7	21-0017-01	Commercial Paper 0.00 11/12/21		1,600,000.00	1,600,000.00	1,599,908.70	1,600,000.00	1,599,740.70	1,600,000.00	-	91.30	-	-	259.30	91.30
	78009AYN8	21-0018-01	Commercial Paper 0.00 11/22/21		2,500,000.00	2,500,000.00	2,499,824.58	2,500,000.00	2,499,390.85	2,500,000.00	-	175.43	-	-	609.15	175.43
	48246UAT3	21-0022	Commercial Paper 0.00 01/27/22		2,000,000.00	2,000,000.00	1,999,682.46	1,999,954.42	1,998,959.23	1,999,770.63	229.37	271.96	-	-	811.40	271.96
	17327AXU6	21-0024-01	Commercial Paper 0.00 10/28/21		2,500,000.00	2,500,000.00	2,499,895.75	2,500,000.00	2,499,681.99	2,500,000.00	-	104.25	-	-	318.01	104.25
	78009AY81	21-0025-01	Commercial Paper 0.00 11/08/21		1,000,000.00	1,000,000.00	999,948.23	1,000,000.00	999,800.99	1,000,000.00	-	51.77	-	-	199.01	51.77
	30229AYF0	21-0026-01	Commercial Paper 0.00 11/15/21		1,800,000.00	1,800,000.00	1,799,890.18	1,800,000.00	1,799,665.13	1,800,000.00	-	109.82	-	-	334.87	109.82
	78013WB33	21-0028	Commercial Paper 0.00 02/03/22		2,500,000.00	2,500,000.00	2,499,579.48	2,499,940.63	2,498,277.21	2,499,545.07	454.93	361.15	-	-	1,267.86	361.15
	78013WBE9	21-0029	Commercial Paper 0.00 02/14/22		1,300,000.00	1,300,000.00	1,299,758.90	1,299,951.52	1,299,025.31	1,299,684.58	315.42	192.62	-	-	659.27	192.62
	30229AXV6	21-0033-01	Commercial Paper 0.00 10/29/21		1,000,000.00	1,000,000.00	999,957.97	1,000,000.00	999,899.14	1,000,000.00	-	42.03	-	-	100.86	42.03
	78015DCF5	21-0044	Commercial Paper 0.00 03/15/22		3,800,000.00	3,800,000.00	3,799,104.87	3,799,662.56	3,796,486.35	3,798,445.08	1,554.92	557.69	-	-	1,958.73	557.69
	78015DDE7	21-0047	Commercial Paper 0.00 04/14/22		1,300,000.00	1,300,000.00	1,299,613.71	1,299,753.99	1,298,446.42	1,299,178.86	821.14	140.28	-	-	732.44	140.28
	86960KDU3	21-0050	Commercial Paper 0.00 04/28/22		5,200,000.00	5,200,000.00	5,198,256.80	5,198,586.22	5,193,341.97	5,196,269.09	3,730.91	329.42	-	-	2,927.12	329.42
	30229BAX5	21-0058	Commercial Paper 0.00 01/31/22		2,000,000.00	2,000,000.00	1,999,672.88	1,999,958.90	1,999,394.89	1,999,851.18	148.82	286.02	-	-	456.29	286.02
	89119BEB8	21-0060	Commercial Paper 0.00 05/11/22		4,300,000.00	4,300,000.00	4,298,397.82	4,298,448.78	4,294,933.61	4,297,023.51	2,976.49	50.96	-	-	2,089.90	50.96
	78015DCX6	21-0069	Commercial Paper 0.00 03/31/22		2,500,000.00	2,500,000.00	2,499,346.75	2,499,691.83	2,498,235.08	2,499,132.01	867.99	345.08	-	-	896.93	345.08
	62479MFQ1	22-0004	Commercial Paper 0.00 06/24/22		2,000,000.00	2,000,000.00	1,997,752.22	1,998,512.30	1,997,752.22	1,998,352.02	1,647.98	760.08	-	-	599.80	760.08
Commercial Paper Total					37,300,000.00	37,300,000.00	37,290,591.30	37,294,461.15	37,273,031.09	37,287,252.03	12,747.97	3,869.86	-	-	14,220.94	3,869.86
FAMCA	31422XGE6	21-0054	FAMCA 0.05 02/14/22		1,600,000.00	1,600,000.00	1,599,840.00	1,600,000.00	1,600,000.00	1,600,000.00	-	160.00	-	204.44	-	364.44
FAMCA Total					1,600,000.00	1,600,000.00	1,599,840.00	1,600,000.00	1,600,000.00	1,600,000.00	-	160.00	-	204.44	-	364.44
FFCB	3133EJ774	20-0071-01	FFCB 3.05 11/15/21		245,000.00	245,000.00	245,889.35	245,000.00	245,867.74	245,000.00	-	(889.35)	913.31	-	(867.74)	23.96
	3133ELTN4	21-0021	FFCB 0.53 01/18/22		2,500,000.00	2,500,000.00	2,503,225.00	2,512,743.28	2,503,329.49	2,500,528.98	(528.98)	9,518.28	-	3,312.50	(2,800.50)	12,830.78
	3133EMTN2	21-0030	FFCB 0.125 09/16/22		2,500,000.00	2,500,000.00	2,500,775.00	2,496,196.03	2,499,898.62	2,499,925.05	74.95	(4,578.98)	-	781.25	26.44	(3,797.73)
	3133EMYM8	21-0049	FFCB 0.00 08/04/22		2,000,000.00	2,000,000.00	2,000,340.00	1,995,558.64	1,999,949.57	1,999,964.55	35.45	(4,781.36)	-	-	14.98	(4,781.36)
	3133ENAU4	22-0001	FFCB 0.27 10/12/23		500,000.00	500,000.00	499,800.00	495,958.31	499,800.00	499,821.90	178.10	(3,841.69)	-	296.25	21.90	(3,545.44)
	3133ENAU4	22-0002	FFCB 0.27 10/12/23		250,000.00	250,000.00	249,900.00	247,979.16	249,900.00	249,910.95	89.05	(1,920.85)	-	148.13	10.95	(1,772.72)
FFCB Total					7,995,000.00	7,995,000.00	7,999,929.35	7,993,435.42	7,998,745.42	7,995,151.43	(151.43)	(6,493.95)	913.31	4,538.13	(3,593.97)	(1,042.51)
FHA	3133EMGX4	21-0043	FHA 0.125 11/23/22		870,000.00	870,000.00	869,956.50	867,549.51	869,940.70	869,953.65	46.35	(2,406.99)	-	271.88	12.95	(2,135.11)
FHA Total					870,000.00	870,000.00	869,956.50	867,549.51	869,940.70	869,953.65	46.35	(2,406.99)	-	271.88	12.95	(2,135.11)
FHLB	3130AF5B9	20-0063-01	FHLB 3.00 10/12/21		840,000.00	840,000.00	840,756.00	840,000.00	840,734.36	840,000.00	-	(756.00)	770.00	-	(734.36)	14.00
	3130AF5B9	20-0070-01	FHLB 3.00 10/12/21		500,000.00	500,000.00	500,450.00	500,000.00	500,436.37	500,000.00	-	(450.00)	458.33	-	(436.37)	8.33
	3130AKKZ8	21-0008-01	FHLB 0.09 12/21/21		2,500,000.00	2,500,000.00	2,499,975.00	2,500,000.00	2,500,000.00	2,500,000.00	-	25.00	500.00	-	-	525.00
	3130AF5B9	21-0016-01	FHLB 3.00 10/12/21		2,500,000.00	2,500,000.00	2,502,250.00	2,500,000.00	2,502,252.91	2,500,000.00	-	(2,250.00)	2,291.67	-	(2,252.91)	41.67
	313379Q69	21-0037	FHLB 2.125 06/10/22		1,100,000.00	1,100,000.00	1,115,620.00	1,131,474.45	1,115,462.37	1,109,874.81	(9,874.81)	15,854.45	4,480.21	1,363.54	(5,587.56)	21,698.20
	313379Q69	21-0038	FHLB 2.125 06/10/22		700,000.00	700,000.00	709,940.00	720,029.20	709,839.69	706,283.97	(6,283.97)	10,089.20	2,851.04	867.71	(3,555.72)	13,807.95
	313381BR5	21-0041	FHLB 1.875 12/09/22		2,500,000.00	2,500,000.00	2,551,175.00	2,554,860.53	2,552,108.15	2,541,157.51	(41,157.51)	3,685.53	-	11,718.75	(10,950.64)	15,404.28
	313379Q69	21-0070	FHLB 2.125 06/10/22		1,300,000.00	1,300,000.00	1,318,460.00	1,337,197.08	1,318,596.76	1,311,875.96	(11,875.96)	18,737.08	5,294.79	1,611.46	(6,720.80)	25,643.33
	3130APMC6	22-0003	FHLB 0.45 11/24/23		2,000,000.00	2,000,000.00	2,000,000.00	1,989,718.14	2,000,000.00	2,000,000.00	-	(10,281.86)	-	925.00	-	(9,356.86)
FHLB Total					13,940,000.00	13,940,000.00	14,038,626.00	14,073,279.40	14,039,430.61	14,009,192.25	(69,192.25)	34,653.40	16,646.04	16,486.46	(30,238.36)	67,785.90
FHLMC	3137EADB2	21-0020	FHLMC 2.375 01/13/22		1,300,000.00	1,300,000.00	1,308,515.00	1,331,265.13	1,308,445.07	1,300,993.54	(993.54)	22,750.13	-	7,718.75	(7,451.53)	30,468.88
	3134GVJ66	21-0027	FHLMC 0.25 06/08/22		700,000.00	700,000.00	700,735.00	701,145.70	700,622.80	700,395.93	(395.93)	410.70	325.69	111.81	(226.87)	848.20
	3137EAE72	21-0035	FHLMC 0.125 07/25/22		482,000.00	482,000.00	482,187.98	481,656.13	482,112.02	482,077.74	(77.74)	(531.85)	-	150.63	(34.28)	(381.22)
	3137EAE72	21-0036	FHLMC 0.125 07/25/22		268,000.00	268,000.00	268,104.52	267,808.80	268,062.28	268,043.22	(43.22)	(295.72)	-	83.75	(19.06)	(211.97)
FHLMC Total					2,750,000.00	2,750,000.00	2,759,542.50	2,781,875.76	2,759,242.17	2,751,510.43	(1,510.43)	22,333.26	325.69	8,064.94	(7,731.74)	30,723.89
FNMA	3135GOS38	21-0019	FNMA 2.00 01/05/22		2,500,000.00	2,500,000.00	2,512,200.00	2,549,066.08	2,512,514.67	2,500,532.54	(532.54)	36,866.08	-	12,500.00	(11,982.13)	49,366.08
	3135GOSV3															

Portfolio Position
City of Baytown Treasury
Effective Interest - Actual Life
Receipts in Period
10/01/21 - 12/31/21

	CUSIP	Invest Number	Security Description	Other Rating	Beginning Par Val/Shares	Ending Par Val/Shares	Beginning Market Val	Ending Market Val	Beginning Amor Val/Cost	Ending Amor Val/Cost	Unamor Prem/Dscnt	Gain/Loss	Int/Div Rec/Earn In the Perd	Int/Div Accrued In the Perd	Amortization In the Perd	Total Earnings
	9830684N4	21-0067	Municipal Bond 2.00 08/15/22		345,000.00	345,000.00	350,533.80	348,950.25	350,408.77	348,859.38	(3,859.38)	(1,583.55)	-	1,725.00	(1,549.40)	141.45
	834666NJ4	21-0068	Municipal Bond 1.00 05/27/22		2,500,000.00	2,500,000.00	2,511,575.00	2,530,870.55	2,513,079.42	2,508,093.38	(8,093.38)	19,295.55	-	6,250.00	(4,986.03)	25,545.55
	Municipal Bond Total				11,060,000.00	11,060,000.00	11,319,675.35	11,448,410.73	11,268,098.41	11,199,447.47	(139,447.47)	128,735.38	4,279.16	80,170.84	(68,650.95)	213,185.38
Texpool	TP101-0023 Concentration	AR-0001	TexPool	AAA-m	48,791,453.55	49,441,377.28	48,791,453.55	49,441,377.28	48,791,453.55	49,441,377.28	-	-	4,453.23	-	-	4,453.23
	TP206-0047 CCPD	AR-0002	TexPool	AAA-m	161,417.86	179,923.76	161,417.86	179,923.76	161,417.86	179,923.76	-	-	14.17	-	-	14.17
	TP207-0048 FCPMSD	AR-0003	TexPool	AAA-m	501,090.06	830,603.25	501,090.06	830,603.25	501,090.06	830,603.25	-	-	63.24	-	-	63.24
	TP211-0002 Street Maintenance	AR-0004	TexPool	AAA-m	4,189,426.80	4,648,982.65	4,189,426.80	4,648,982.65	4,189,426.80	4,648,982.65	-	-	399.62	-	-	399.62
	TP215-0015 MDD	AR-0005	TexPool	AAA-m	224.78	1,287,278.16	224.78	1,287,278.16	224.78	1,287,278.16	-	-	65.27	-	-	65.27
	TP227-0043 Library Exp Trust	AR-0006	TexPool	AAA-m	10,003.59	10,004.51	10,003.59	10,004.51	10,003.59	10,004.51	-	-	0.92	-	-	0.92
	TP351-0046 Capital Improv Fund	AR-0011	TexPool	AAA-m	14,672,277.35	15,049,982.04	14,672,277.35	15,049,982.04	14,672,277.35	15,049,982.04	-	-	1,379.88	-	-	1,379.88
	TP510-0001 BAWA	AR-0014	TexPool	AAA-m	12,148,863.67	10,277,377.07	12,148,863.67	10,277,377.07	12,148,863.67	10,277,377.07	-	-	990.35	-	-	990.35
	TP511-0034 BAWA Debt Service	AR-0015	TexPool	AAA-m	-	-	-	-	-	-	-	-	-	-	-	-
	TP518-0035 BAWA CIPF	AR-0016	TexPool	AAA-m	-	-	-	-	-	-	-	-	-	-	-	-
	TP523-0024 W & S Reserve	AR-0018	TexPool	AAA-m	-	-	-	-	-	-	-	-	-	-	-	-
	TP324-0051 Public Safety Facili	AR-0044	TexPool	AAA-m	63,951,993.42	63,403,034.55	63,951,993.42	63,403,034.55	63,951,993.42	63,403,034.55	-	-	5,941.13	-	-	5,941.13
	Texpool State Pool Total				144,426,751.08	145,128,563.27	144,426,751.08	145,128,563.27	144,426,751.08	145,128,563.27	-	-	13,307.81	-	-	13,307.81
Texstar	TS320-20170 2017 CO Bonds	AR-0039	TexStar	AAA-m	2,987,716.06	2,547,136.53	2,987,716.06	2,547,136.53	2,987,716.06	2,547,136.53	-	-	78.21	-	-	78.21
	TS321-20180 2018 CO Bonds	AR-0041	TexStar	AAA-m	100.27	100.27	100.27	100.27	100.27	100.27	-	-	-	-	-	-
	TS546-20190 2019 CO Bonds	AR-0042	TexStar	AAA-m	15,278,915.43	15,126,094.71	15,278,915.43	15,126,094.71	15,278,915.43	15,126,094.71	-	-	435.88	-	-	435.88
	TS513-20190 2019 BAWA WS Rev	AR-0043	TexStar	AAA-m	1,271,366.31	97.68	1,271,366.31	97.68	1,271,366.31	97.68	-	-	9.09	-	-	9.09
	TS352-20191 2019A CO Bonds	AR-0045	TexStar	AAA-m	3,850,612.88	3,663,103.02	3,850,612.88	3,663,103.02	3,850,612.88	3,663,103.02	-	-	106.49	-	-	106.49
	TS323-20200 2020 CO Bonds	AR-0046	TexStar	AAA-m	42,207,576.60	42,118,980.23	42,207,576.60	42,118,980.23	42,207,576.60	42,118,980.23	-	-	1,207.13	-	-	1,207.13
	Texstar State Pool Total				65,596,287.55	63,455,512.44	65,596,287.55	63,455,512.44	65,596,287.55	63,455,512.44	-	-	1,836.80	-	-	1,836.80
Treasury Note	912828YW4	21-0042	Treasury Note 1.625 12/15/22		1,300,000.00	1,300,000.00	1,323,309.00	1,324,009.04	1,324,025.16	1,319,010.41	(19,010.41)	700.04	-	5,315.50	(5,014.75)	6,015.54
	912828YF1	21-0045	Treasury Note 1.50 09/15/22		1,300,000.00	1,300,000.00	1,317,316.00	1,319,525.78	1,317,570.93	1,312,899.93	(12,899.93)	2,209.78	-	4,955.80	(4,671.00)	7,165.58
	Treasury Note Total				2,600,000.00	2,600,000.00	2,640,625.00	2,643,534.82	2,641,596.09	2,631,910.34	(31,910.34)	2,909.82	-	10,271.30	(9,685.75)	13,181.12
	Investment Total				299,839,038.63	298,400,075.71	300,300,819.51	299,197,191.44	300,232,790.07	298,648,909.19	(248,833.48)	335,334.84	51,616.96	153,969.62	(144,917.93)	540,921.42

Portfolio Position
City of Baytown Treasury
Effective Interest - Actual Life
Receipts in Period
10/01/21 - 12/31/21

	<i>CUSIP</i>	<i>Invest Number</i>	<i>Security Description</i>	<i>Other Rating</i>	<i>Par Value On 10/01/21</i>	<i>Par Value On 12/31/21</i>	<i>Market Value On 10/01/21</i>	<i>Market Value On 12/31/21</i>	<i>Amor Value On 10/01/21</i>	<i>Amor Value On 12/31/21</i>	<i>Total Earnings</i>
206 - CCPD	TP206-0047 CCPD	AR-0002	TexPool	AAA-m	161,417.86	179,923.76	161,417.86	179,923.76	161,417.86	179,923.76	14.17
	206 - CCPD State Pool Total				161,417.86	179,923.76	161,417.86	179,923.76	161,417.86	179,923.76	14.17

Portfolio Position
City of Baytown Treasury
Effective Interest - Actual Life
Receipts in Period
10/01/21 - 12/31/21

CUSIP		Invest Number	Security Description	Other Rating	Par Value On 10/01/21	Par Value On 12/31/21	Market Value On 10/01/21	Market Value On 12/31/21	Amor Value On 10/01/21	Amor Value On 12/31/21	Total Earnings
207 - FCPMSD	TP207-0048 FCPMSD	AR-0003	TexPool	AAA-m	501,090.06	830,603.25	501,090.06	830,603.25	501,090.06	830,603.25	63.24
207 - FCPMSD State Pool Total					501,090.06	830,603.25	501,090.06	830,603.25	501,090.06	830,603.25	63.24



CITY COUNCIL MEETING

4. a.

Meeting Date: 02/24/2022

Subject: Consider a petition for voluntary annexation of approximately 18.95 acres

Prepared for: Martin Scribner, Planning and Development Services

Prepared by: Trevor Harlow, Planning and Development Services

Department: Planning and Development Services

Information

ITEM

Consider a resolution granting the petition for the proposed annexation of approximately 18.95 acres of land situated in the William Hilbus Survey, Abstract No. 336, Harris County, Texas, located generally south of Interstate-Highway 10 between Thompson Road and Wade Road.

PREFACE

This resolution is the first step in granting the petition for the proposed annexation of approximately 18.95 acres of land situated in the William Hilbus Survey, Abstract No. 336, Harris County, Texas, located generally south of Interstate-Highway 10 between Thompson Road and Wade Road.

This resolution will direct the preparation of a service plan for the subject area and will allow staff to negotiate and draft a written agreement regarding services for the subject area per the requirement of the annexation law (Loc Gov't Code §43.0672).

Annexation is being requested to obtain city services for the development of logistic warehousing as part of the Port 10 Logistics Center. The entire property is concurrently undergoing the zoning process to be designated as Light Industrial (LI) Zoning District.

The applicant's petition and the vicinity map are attached for your review.

Fiscal Impact

Fiscal Year:

Acct Code:

Source of Funds (Operating/Capital/Bonds):

Funds Budgeted Y/N:

Amount Needed:

Fiscal Impact (Additional Information):

There is no fiscal impact associated with this item.

Attachments

Resolution - Petition for Voluntary Annexation of Approximately 18.95 Acres

Exhibit A - Metes and Bounds
Annexation Petition
Survey
Vicinity Map

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, GRANTING THE PETITION OF PORT 10 LOGISTICS, LLC, FOR THE PROPOSED ANNEXATION OF APPROXIMATELY 18.95 ACRES OF LAND IN HARRIS COUNTY, TEXAS, LOCATED GENERALLY SOUTH OF INTERSTATE HIGHWAY 10 BETWEEN THOMPSON ROAD AND WADE ROAD, AND SITUATED IN THE WILLIAM HILBUS SURVEY, ABSTRACT NO. 336, BAYTOWN, HARRIS COUNTY, TEXAS; AUTHORIZING THE PREPARATION OF A SERVICE PLAN; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS:

Section 1: That the City Council of the City of Baytown, Texas, hereby grants the petition of Port 10 Logistics, LLC, for the proposed annexation of approximately 18.95 acres of land in Harris County, Texas, located generally south of Interstate Highway 10 between Thompson Road and Wade Road, and situated in the William Hilbus Survey, Abstract No. 336, Baytown, Harris County, Texas. Said petition is attached hereto as Exhibit "A" and incorporated herein for all intents and purposes.

Section 2: That the City Council of the City of Baytown, Texas, hereby authorizes and directs the Planning and Development Services Department to prepare a service plan for the property identified in Section 1 hereof.

Section 3: This resolution shall take effect immediately from and after its passage by the City Council of the City of Baytown.

INTRODUCED, READ and PASSED by the affirmative vote of the City Council of the City of Baytown this the 24th day of February, 2022.

BRANDON CAPETILLO, Mayor

ATTEST:

ANGELA JACKSON, City Clerk

APPROVED AS TO FORM:

TREVOR FANNING, Interim City Attorney



WINDROSE
LAND SURVEYING | PLATTING

**DESCRIPTION OF
18.9546 ACRES OR 825,662 SQ. FT.**

A TRACT OR PARCEL CONTAINING 18.9546 ACRES OR 825,662 SQUARE FEET OF LAND SITUATED IN THE WILLIAM HILBUS SURVEY, ABSTRACT NO. 336, HARRIS COUNTY, TEXAS, BEING ALL OF CALLED 17.6075 ACRE TRACT CONVEYED TO PORT 10 LOGISTICS, LLC, RECORDED UNDER HARRIS COUNTY CLERK FILE (H.C.C.F.) NO. RP-2021-142777, AND ALL OF A CALLED 1.3471 ACRE TRACT CONVEYED TO PORT 10 LOGISTICS, LLC, RECORDED IN H.C.C.F. NO. RP-2021-713738, WITH SAID 18.9546 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, WITH ALL BEARINGS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE (NAD 83):

BEGINNING AT A CAPPED 5/8 INCH IRON ROD STAMPED "BENCHMARK" FOUND ON A POINT ON THE SOUTH RIGHT-OF-WAY (R.O.W.) LINE OF INTERSTATE HIGHWAY 10 (R.O.W. VARIES), MARKING THE NORTHEAST CORNER OF UNRESTRICTED RESERVE "A", PORT TEN LOGISTICS SECTION 3 MINOR PLAT, MAP OR PLAT THEREOF RECORDED UNDER F.C. NO. 687961, H.C.M.R., AND THE NORTHWEST CORNER OF SAID 17.6075 ACRE TRACT AND OF THE HEREIN DESCRIBED TRACT;

THENCE, ALONG THE SOUTH R.O.W. LINE OF SAID INTERSTATE HIGHWAY 10 THE FOLLOWING THREE (3) COURSES AND DISTANCES:

1. NORTH 73 DEG. 23 MIN. 56 SEC. EAST, A DISTANCE OF 109.02 FEET TO AN ANGLE POINT;
2. NORTH 76 DEG. 11 MIN. 42 SEC. EAST, A DISTANCE OF 53.33 FEET TO AN ANGLE POINT, FROM WHICH A CAPPED 1/2 INCH IRON ROD STAMPED "SURVEY 1" BEARS FOR REFERENCE SOUTH 12 DEG. 09 MIN. EAST, A DISTANCE OF 1.8 FEET;
3. THENCE, NORTH 76 DEG. 11 MIN. 47 SEC. EAST, ALONG THE SOUTH R.O.W. LINE OF SAID INTERSTATE HIGHWAY 10, A DISTANCE OF 492.69 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE" SET FOR THE NORTHEAST CORNER OF SAID CALLED 17.6075 ACRE TRACT AND OF THE HEREIN DESCRIBED TRACT;

THENCE, ALONG THE EASTERLY LINES OF SAID CALLED 17.6075 ACRE TRACT THE FOLLOWING FIVE (5) COURSES AND DISTANCES:

1. SOUTH 02 DEG. 30 MIN. 32 SEC. EAST, A DISTANCE OF 452.06 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE" SET FOR AN INTERIOR CORNER OF THE HEREIN DESCRIBED TRACT;
2. NORTH 87 DEG. 29 MIN. 28 SEC. EAST, A DISTANCE OF 135.00 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE" SET FOR AN ANGLE POINT OF THE HEREIN DESCRIBED TRACT;
3. SOUTH 02 DEG. 30 MIN. 32 SEC. EAST, A DISTANCE OF 198.85 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE" SET FOR AN ANGLE POINT OF THE HEREIN DESCRIBED TRACT;
4. SOUTH 87 DEG. 29 MIN. 29 SEC. WEST, A DISTANCE OF 135.00 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE" SET FOR AN INTERIOR CORNER OF THE HEREIN DESCRIBED TRACT;
5. SOUTH 02 DEG. 30 MIN. 33 SEC. EAST, A DISTANCE OF 673.79 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE" SET ON A NORTH LINE OF LOT 2, BLOCK 1, PORT 10 LOGISTICS SECTION ONE MINOR REPLAT, MAP OR PLAT THEREOF RECORDED UNDER F.C. NO. 683864, H.C.M.R., FOR THE SOUTHEAST CORNER OF SAID CALLED 17.6075 ACRE TRACT AND OF THE HEREIN DESCRIBED TRACT;

THENCE, SOUTH 86 DEG. 49 MIN. 04 SEC. WEST, ALONG A NORTH LINE OF SAID LOT 2, A DISTANCE OF 621.82 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE" SET FOR THE MOST EASTERLY SOUTHEAST CORNER OF SAID UNRESTRICTED RESERVE "A", AND THE SOUTHWEST CORNER OF SAID CALLED 17.6075 ACRE TRACT AND OF THE HEREIN DESCRIBED TRACT;

THENCE, NORTH 03 DEG. 26 MIN. 12 SEC. WEST, ALONG THE EAST LINE OF SAID UNRESTRICTED RESERVE "A", A DISTANCE OF 1,198.67 FEET TO THE POINT OF BEGINNING AND CONTAINING 18.9546 ACRES OR 825,662 SQUARE FEET OF LAND.

ROBERT KNESS
R.P.L.S. NO. 6486
STATE OF TEXAS
FIRM REGISTRATION NO. 10108800



1/17/2022
DATE:



CITY OF BAYTOWN

PETITION REQUESTING ANNEXATION

Incomplete applications will not be accepted. Indicate "N/A" when an item does not pertain to your application.

STATE OF TEXAS

COUNTY OF HARRIS/CHAMBERS

COME NOW, Port 10 Logistics, LLC, Owner(s) of the real property describes as follows to-wit:

(Describe property and attach metes and bounds)

Standard Land Survey of 18.9546 AC/825,662 SQ FT situated in the William Hilbus Survey Abstract No. 336 Harris County, Texas

(State property location, for example, the property is located north of I-10 near N. Main Street.)

Site is located south of I-10 between Thompson Road and Wade Road

(State the purpose of this annexation – What will be built, placed, etc.)

- | | |
|--|--|
| <input type="checkbox"/> Residential/Manufactured (Number of Lots) _____ | <input type="checkbox"/> Multifamily (Number of Units) _____ |
| <input checked="" type="checkbox"/> Commercial Business (Business type) <u>Business Park</u> | <input type="checkbox"/> RV Park (Number of Pads) _____ |
| <input type="checkbox"/> Restaurant (Number of seats) _____ | <input type="checkbox"/> Hotel/Motel (Number of Beds) _____ |
| <input type="checkbox"/> Office Building (Number of Occupants) _____ | <input type="checkbox"/> Retail (Number of Washrooms) _____ |
| <input type="checkbox"/> Other (description) _____ | |

Said tract is one-half mile or less in width; is contiguous to the city limits of Baytown; and is vacant and without residence or on which fewer than three qualified voters reside.

Application Fee: voluntary annexations are \$300.00

(I), (We), Port 10 Logistics, LLC, the Owner(s) of the above-described property request annexation of the property by the City of Baytown.

SIGNED this the 3rd day of February, 2022.

Owner

Jess Arnold - Vice President

Name & Title

11750 Katy FWY #500 Houston, TX 77079

Address

281 682-7938

Telephone Number

jess@pontikesdev.com

Email Address

Owner

Name & Title

Address

Telephone Number

Email Address

Acknowledgement

State of Texas §

County of Harris / Chambers §

BEFORE ME, the undersigned authority, on this day personally appeared Jess Arnold, know to me to be the person(s) whose name(s) is/are subscribed hereto, and who acknowledged that he/she/they executed the same for the purpose and consideration therein expressed.

To certify which witness my hand and official seal on this the 3rd day of February, 2022.

D Sorrells
Notary Public * STATE OF TEXAS

(seal)



Corporate Acknowledgement

State of Texas §

County of Harris/Chambers §

This instrument was acknowledged before me on February 3rd, 2022, by Jess Arnold, as Vice President of Pontikes Development, a corporation and on behalf of said corporation.

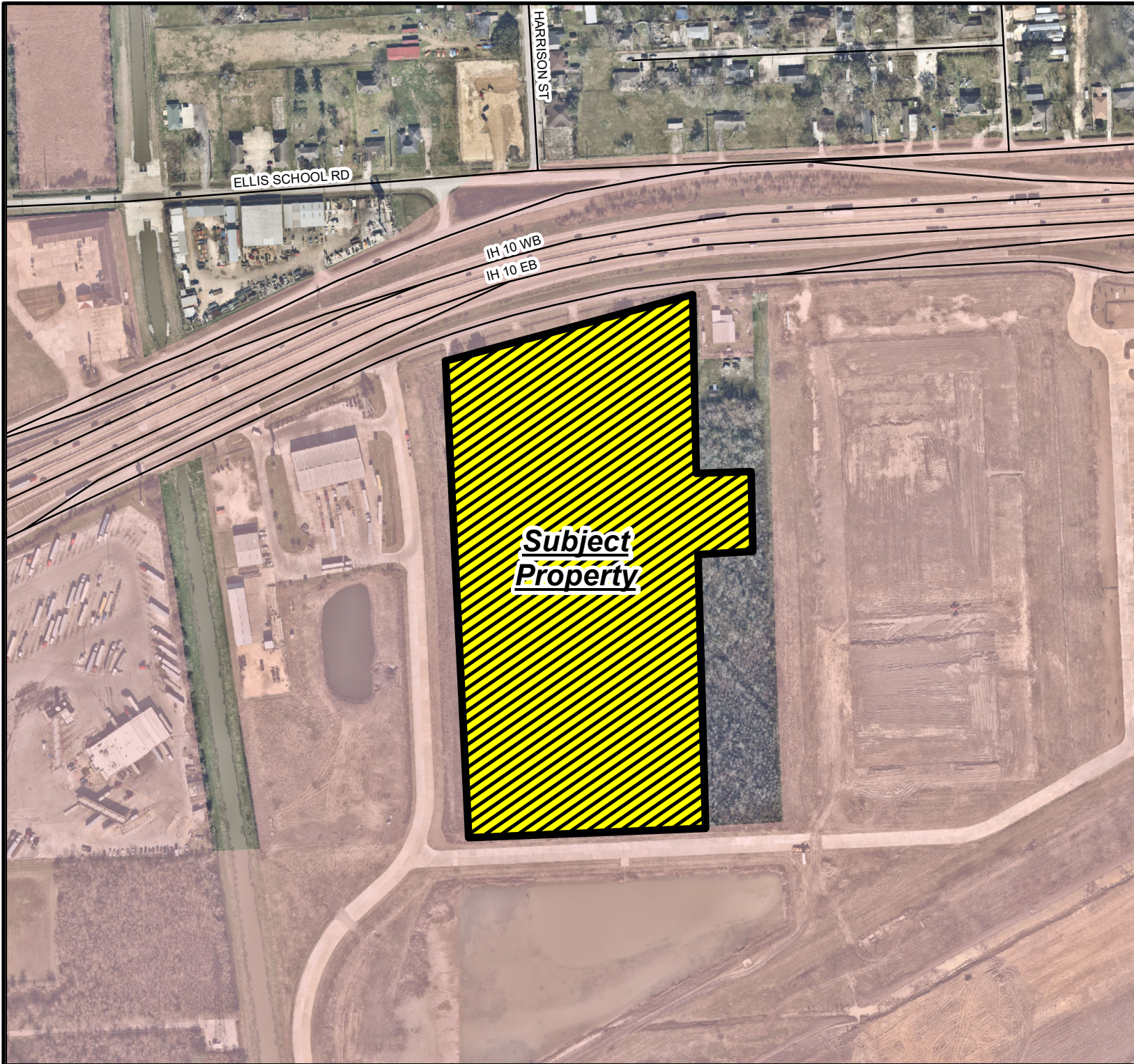
To certify which witness my hand and official seal on this the 3rd day of February, 2022.

D Sorrells
Notary Public * STATE OF TEXAS

(seal)



AFTER RECORDING, RETURN TO:
City of Baytown
Attn: Planning Department
P. O. Box 424
Baytown, TX 77522-0424



Interstate 10 Annexation

2210 E IH 10

Vicinity Map

Approx. 18.95 acres

Legend



**Subject
Property**



City Limit

The City of Baytown Texas makes no warranty, representation, or guarantee regarding the accuracy of this map. This map is intended for display purposes only and does not replace official recorded documents.

1 inch = 333 feet Date: 02/10/2022



CITY COUNCIL MEETING

4. b.

Meeting Date: 02/24/2022

Subject: Consent to inclusion of 2.1131 acres into Spring Meadows Municipal Utility District

Prepared for: Trevor Fanning, Legal

Prepared by: Trevor Fanning, Legal

Department: Legal

Information

ITEM

Consider a resolution granting consent to the inclusion of 2.1131 acres out of the George Ellis League, A-21, in Harris County, Texas, being located North of Wallisville Road, East of Garth Road, North of I-10 and West of N. Main Street, into Spring Meadows Municipal Utility District.

PREFACE

This proposed resolution grants consent to the inclusion of 2.1131 acres into Spring Meadows Municipal Utility District (the "District").

Section 54.016 of the Texas Water Code provides that a municipal utility district may not be created or expanded in the corporate limits of a municipality without the consent of that municipality. The District and the landowner Garth Road Property Inc., have presented petitions to include an additional 2.1131 acres located within the City's corporate limits in the District. The District and/or the developer Garth Road Property Inc., is proposing to make improvements necessary:

1. to provide a water supply for municipal, domestic and commercial purposes;
 2. to collect, transport, process, dispose of and control all domestic, industrial or communal wastes whether in fluid, solid or composite state; and
 3. to gather, conduct, divert and control local storm water or other harmful excesses of water in the area.
- A copy of each petition is attached to this agenda item.

Fiscal Impact

Fiscal Year:

Acct Code:

Source of Funds (Operating/Capital/Bonds):

Funds Budgeted Y/N:

Amount Needed:

Fiscal Impact (Additional Information):

There is no fiscal impact.

Attachments

Resolution - Spring Meadows 2.1131

Exhibit A - Petition

Exhibit B - Site Plan

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, GRANTING CONSENT TO THE INCLUSION OF 2.1131 ACRES WITHIN THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF BAYTOWN INTO SPRING MEADOWS MUNICIPAL UTILITY DISTRICT; MAKING OTHER PROVISIONS RELATED THERETO; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

WHEREAS, no land within the extraterritorial jurisdiction of a municipality may be included in a municipal utility district unless the governing body of the municipality gives its written consent in accordance with Chapter 42 of the Texas Local Government Code and Chapter 54 of the Texas Water Code; and

WHEREAS, the City of Baytown, Texas, hereinafter referred to as the "City," has received a request, which is attached hereto as Exhibit "A" and incorporated herein for all intents and purposes, for its written consent to the annexation by Spring Meadows Municipal Utility District, hereinafter referred to as the "District," of 2.1131 acres of land located within the extraterritorial jurisdiction of the City and more specifically described in Section 1 hereof; and

WHEREAS, the City Council of the City is in support of the proposed annexation of the 2.1131 acres described in Section 1 hereof by the District and herein gives its written consent to the inclusion of such property in the territory of the District subject to the terms and conditions stated herein; and

WHEREAS, the District, which has requested the City Council's consent, has assured the City that the District is willing to accept such consent based upon the terms and conditions as hereinafter stated, and that the District, in consideration of the City granting its consent for the creation of the District, has agreed, and by the acceptance of the benefits of this resolution, does hereby agree to comply with the terms and conditions contained herein; NOW THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS:

Section 1: That subject to the terms and conditions specified in Sections 2 and 3 hereof, the City hereby grants its consent to the inclusion in the District of 2.1131 acres of land located within the extraterritorial jurisdiction of the City pursuant to the provisions of Section 42.042 of the Texas Local Government Code and Section 54.016 of the Texas Water Code. The land to be included within the District is more particularly described in Exhibit "A" which is attached hereto and made a part hereof for all intents and purposes, hereinafter the "Land."

Section 2: That the City's consent to the inclusion of the Land in the District is expressly contingent upon the following:

- a. **Ratification of Conditions of Consent.** Prior to the sale or offer to sell any bonds of the District, the petitioners will have a duplicate original of this agreement approved, ratified and executed by the governing body and officers of the District and will deliver or cause to be delivered such executed agreement to the City Attorney of the City.

- b. **Bonds to be Issued for Specific Purpose Only.** Bonds may be issued by the District only for the purposes of the purchase, construction, acquisition, repair, contracting for, extension and improvement of or otherwise acquiring land, easements, works, improvements, facilities, plants, equipment and appliances necessary to:
- provide a water supply for municipal uses, domestic uses and commercial purposes;
 - collect, transport, process, dispose of and control all domestic or communal wastes whether in fluid, solid or composite state;
 - gather, conduct, divert and control local storm water or other local harmful excesses of water in the District and the payment of organization expenses, operation expenses during construction, interest during construction, and the cost of issuing bonds; or
 - refund bonds issued for the foregoing purposes.
- c. **Terms of Bonds.** The District's bonds shall expressly provide that the District shall reserve the right to redeem said bonds on any interest payment date subsequent to the 10th anniversary of the date of issuance without premium. The bonds shall be sold only after the taking of public bids therefor. None of the bonds, other than refunding bonds and bonds sold to a federal or state agency, shall be sold for less than 95% of par; provided, however, the net effective interest rate on bonds so sold, taking into account any discount or premium as well as the interest rate borne by such bonds, shall not exceed two percent above the highest average interest rate reported by the Daily Bond Buyer in its weekly "20 Bond Index" during the one-month period next preceding the date notice of the sale of such bonds is given. Bids for the bonds shall be received not more than 45 days after notice of sale of the bonds is given. The District's resolution authorizing the issuance of the District's bonds must contain a provision that the pledge of the revenues from the operation of the District's water and sewer and/or drainage system to the payment of the District's bonds will terminate when and if the City annexes the territory of the District, takes over the assets of the District and assumes all of the obligations of the District.
- d. **Approval for Annexation by District.** No land will be added or annexed to the District until the City has given its written consent by resolution of the City Council to such addition or annexation.
- e. **Approval of Plans and Specifications.** The District, its directors, officers or developers and landowners shall submit to the City Engineer of the City, before the commencement of any construction within the territory of the District, all plans and specifications for the construction of water, sanitary sewer and drainage facilities to serve such District and obtain written approval of such plans and specifications from the City Engineer. All water wells, water meters, fire hydrants, flush valves, valves, pipes and appurtenances installed or used within the territory of the District shall conform exactly to the specifications of the City. All water service lines and sewer service lines, lift stations, sewer treatment facilities, and appurtenances thereto, installed or used within the territory of the District shall comply with the City's standard plans and specifications. Prior to the construction of such facilities

within the District's territory, the District or its engineer shall give written notice by registered or certified mail to the City Engineer, stating the date that such construction will commence. The construction of the District's water, sanitary sewer and drainage facilities shall be in accordance with the approved plans and specifications and with applicable standards and specifications of the City. During the progress of the construction and installation of such facilities, the City Engineer of the City, or his duly authorized representative, shall be entitled to make periodic on-the-ground inspections at any time. As further definition of the terms used in this subsection, specific mention of the fact is made that "plans and specifications," "standard plans and specifications," "approved plans and specifications," or "applicable standards and specifications" are defined to mean and to require City approval only of the method of construction and types of materials to be employed therein by the District and are not meant to limit the discretion of the board of directors of the District to determine what facilities may be constructed, paid for and maintained by the District.

- f. **Employment of Operator.** The District must employ an operator holding a valid certificate of competency issued under the direction of the Texas Commission on Environmental Quality as required in Section 26.0301 of the Texas Water Code. The District shall allow representatives of the City to supervise the continued operations of the sewage treatment facility by making periodic inspections thereof.
- g. **Subdivisions to be Property Platted.** The owner or developer of the land included within the limits of the District shall, prior to the sale of any lot or parcel of land, obtain the approval of the Planning and Zoning Commission of the City of a plat which will be duly recorded in the Map and Plat records of Harris County, Texas, and otherwise comply with the rules and regulations of the City. The District will not provide water or sewer service to any lot unless the plat covering such lot has been approved by the Planning and Zoning Commission.
- h. **Notice Required before Bond Issuance.** Before the issuance of any series of District bonds, the District shall tender to the City Manager written notice of the contemplated issuance at least thirty days prior thereto, which notice shall include the amount of the bonds to be authorized, the timing of such issuance, along with any other information requested by the City Manager.
- i. **Water and Sewer Rates.** The District will use its best efforts to structure its rates for water and sewer service in the same manner as the City even though the level of rates may vary.
- j. **Treated Water and Sewer Services.** The District intends to and shall enter into a contract with the City of Baytown for the purchase of treated water services. Pursuant to this Agreement, the District will agree that no water or sewer service shall be provided to land outside the boundaries of the District without the prior written approval of the City Council of the City. Additionally, the District shall not construct sewage treatment plant facilities without the prior approval of the City Council of the City. Nothing contained herein shall be construed as to require the City to provide sanitary sewer services to the District.

Section 3: In consideration of the City giving its consent for the creation of the District, the petitioners agree that the following additional conditions and terms will apply to the land within the District after its creation:

- a. **General Plan and Land Use.** The land within the District will be developed in conjunction with the neighboring hotel property.
- b. **Annexation at Any Time.** At any time, the City may annex that portion of the District within its extraterritorial jurisdiction, subject to the resulting strategic partnership agreement entered into by the parties as contemplated in section 3.c of this resolution.
- c. **Strategic Partnership Agreement.** The City and the District shall enter into a strategic partnership agreement wherein the property subject to this resolution and other District property shall be annexed for limited purposes.

Section 4: This resolution shall take effect immediately from and after its passage by the City Council of the City of Baytown.

INTRODUCED, READ and PASSED by the affirmative vote of the City Council of the City of Baytown this the 24th day of February, 2022.

BRANDON CAPETILLO, Mayor

ATTEST:

ANGELA JACKSON, City Clerk

APPROVED AS TO FORM:

TREVOR FANNING, Interim City Attorney

EXHIBIT "A"

SPRING MEADOWS MUNICIPAL UTILITY DISTRICT PETITION FOR CONSENT TO ANNEX LAND

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

TO THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF BAYTOWN:

SPRING MEADOWS MUNICIPAL UTILITY DISTRICT (the "District"), and Garth Road Property Inc., a Texas corporation ("Landowner") (Landowner and District hereinafter called "Petitioners"), acting pursuant to the provisions of Section 54.016, Texas Water Code, respectfully petition for consent to include additional land in a municipal utility district. In support of this petition, Petitioners would show as follows:

I.

The District, to which the land hereinafter described is sought to be annexed, exists under the terms and provisions of Article XVI, Section 59 of the Constitution of Texas and Chapters 49 and 54, Texas Water Code, as amended, and was created by House Bill No. 952, Acts of the 76th Legislature of the State of Texas, Regular Session, effective May 6, 1999.

II.

Landowner is the sole owner and holder of fee simple title to the land sought to be annexed to the District. Landowner represents and warrants that there are no outstanding liens of record affecting the land sought to be added, except for a Vendor's Lien in Deed held by Wallis Bank.

III.

The land sought to be added to the District contains approximately 2.1131 acres of land, more or less, and lies wholly within Harris County, Texas. No part of said area is within the limits of any incorporated city or town. Under the provisions of the Texas Local Government Code, Section 42.001 et seq., as amended, said area is within the extraterritorial jurisdiction of the City of Baytown and is not within such jurisdiction of any other city. All of the territory to be annexed may properly be annexed to the District.

IV.

The land sought to be added to the area of the District is described by metes and bounds in Exhibit "A" attached hereto and incorporated herein for all purposes.

V.

The general nature of the work proposed to be done in the area sought to be annexed shall

be the purchase, construction, acquisition, repair, extension and improvement of land, easements, works, improvements, facilities, plants, equipment and appliances necessary to:

- (1) provide a water supply for municipal, domestic and commercial purposes;
- (2) collect, transport, process, dispose of and control all domestic, industrial or communal wastes whether in fluid, solid or composite state; and
- (3) gather, conduct, divert and control local storm water or other harmful excesses of water in the area.

VI.

There is a necessity for the improvements described above. The area of the District is urban in nature, is within the growing environs of Baytown, Texas, and is in close proximity to a populous and developed section of Harris County. The land sought to be added to the District is not supplied with adequate water, sanitary sewer and drainage facilities and services, nor is it presently economically feasible for such facilities to be provided to the land. The health and welfare of the present and future inhabitants of the District, the land sought to be added to the District and of territories adjacent thereto, require the installation and acquisition of an adequate water supply and sewage disposal system and an adequate drainage system for and within the land sought to be added to the District. A public necessity exists for the addition of the aforesaid lands to the District in order to provide for the purchase, construction, extension, improvement, maintenance and operation of such waterworks and sanitary sewer system and such drainage facilities, so as to promote and protect the purity and sanitary condition of the State's waters and the public health and welfare of the community.

VII.

Petitioners agree and covenant to abide by the conditions set forth in Exhibit "B", attached hereto and made a part hereof for all purposes, until such time as said conditions may be changed by City ordinance or resolution, either specific or general.

VIII.

It is estimated by the Petitioners from such information as is available at this time, that the cost of extending the District's facilities to serve the area sought to be annexed will be approximately \$23,265.

WHEREFORE, Petitioners respectfully pray that this petition be granted in all respects and that the City of Baytown give its consent to the annexation of the aforesaid land in said District.

IN WITNESS WHEREOF, Petitioners have executed this Petition effective as of the 14th day of October, 2021.

“Petitioners”

SPRING MEADOWS MUNICIPAL
UTILITY DISTRICT
(the "District")

Frank Cope
Frank Cope, President
Board of Directors

ATTEST:

Grady Green
Grady Green, Secretary
Board of Directors

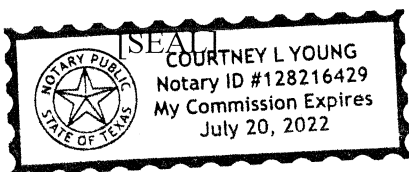
[S E A L]

THE STATE OF TEXAS

COUNTY OF Harris

§
§
§

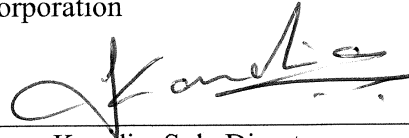
This instrument was acknowledged before me on this 14 day of October, 2021, by Frank Cope and Grady Green, in their capacity as President and Secretary of SPRING MEADOWS MUNICIPAL UTILITY DISTRICT, on behalf of said District.



[Signature]
Notary Public, State of Texas

GARTH ROAD PROPERTY INC.,
a Texas corporation

By:


Imran Karedia, Sole Director

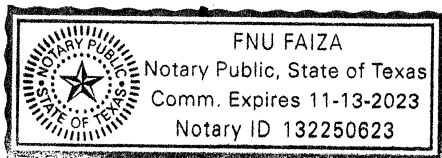
THE STATE OF TEXAS

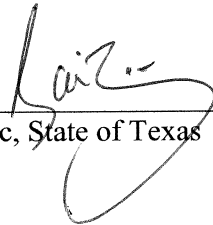
COUNTY OF Harris

§
§
§

This instrument was acknowledged before me on this 14th day of Oct, 2021,
by Imran Karedia, in his capacity as sole Director of Garth Road Property Inc., a Texas corporation,
on behalf of said corporation.

[SEAL]




Notary Public, State of Texas

CERTIFICATE OF CORPORATE RESOLUTION AND AUTHORITY

STATE OF TEXAS

§

§

COUNTY OF HARRIS

§

I, the undersigned officer and member of Garth Road Property Inc., a Texas Corporation, hereby certify that I, Imran Karedia, serve as sole Director of Garth Road Property Inc., and that in such capacity executed the Petition to which this certificate is attached, praying for the addition to Spring Meadows Municipal Utility District of that certain tract or parcel of land situated in Harris County, Texas, and more particularly described in said Petition, reference to which is hereby made for all purposes, and that the execution of said Petition had been duly authorized, approved, ratified, and confirmed as the act and deed of said limited liability company, by all necessary action of the member of said corporation in conformity with its Articles of Organization.

I do further certify that I have the power to execute in the name of Garth Road Property Inc., a Texas Corporation, such contracts, agreements, and instruments as may be required or permitted by law to be executed by said company, which are necessary and appropriate, related or appurtenant to the requested addition of the aforesaid lands.

Effective the 14th day of October, 2021.

GARTH ROAD PROPERTY INC.,
a Texas Corporation

By:

Imran Karedia, Sole Director

THE STATE OF TEXAS

§

§

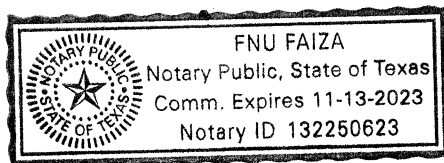
COUNTY OF Harris

§

This instrument was acknowledged before me on this 14th day of Oct, 2021, by Imran Karedia, in his/her capacity as sole Director of Garth Road Property Inc., a Texas corporation, on behalf of said corporation.

[SEAL]

Notary Public, State of Texas



JOINDER OF LIENHOLDER

THE STATE OF TEXAS

§

§

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF HARRIS

§

That the undersigned, the legal and equitable owner and holder of certain lien or liens against all or a portion of the real estate sought to be included in SPRING MEADOWS MUNICIPAL UTILITY DISTRICT (a municipal utility district organized under and governed by the terms of Chapters 49 and 54 of the Texas Water Code) by the Petition to which this Joinder is attached, has executed this Joinder to evidence its consent to the granting of said Petition, given with full knowledge and agreement that any and all liens held by the undersigned, however evidenced or created, are and will be subordinate and inferior to any and all tax liens now held by, or which may hereafter arise in favor of, the aforesaid municipal utility district pursuant to the Texas Property Tax Code as now in effect and as may hereafter be from time to time amended.

Dated this the 14th day of Oct, 2021.

WALLIS BANK

By: [Signature]

Name: Raj Bhavsar

Title: SVP - Commercial Lending officer

Address: 2929 W. Sam Houston

PKWY HOUSTON TX 77063

STATE OF TEXAS

§

§

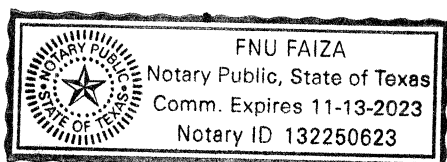
COUNTY OF Harris

§

BEFORE ME, the undersigned authority, on this the 14th day of Oct, 2021, personally appeared Raj Bhavsar, serving in his/her capacity as SVP of Wallis Bank, who acknowledged to me that he/she executed the same in the capacity and for the purposes therein expressed.

[SEAL]

[Signature]
Notary Public, State of Texas



CERTIFICATE OF CORPORATE RESOLUTION AND AUTHORITY

THE STATE OF TEXAS

§

§

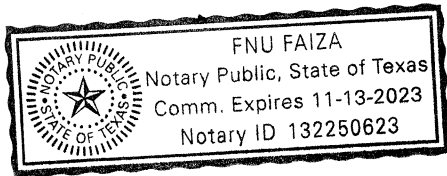
COUNTY OF HARRIS

§

I, the undersigned officer of WALLIS BANK, hereby certify that Rajiv Bhavsar serves as ~~Representative~~ of WALLIS BANK, and that in such capacity he/she executed the Petition to which this certificate is attached, praying for the addition to Spring Meadows Municipal Utility District of that certain tract or parcel of land situated in Harris County, Texas, and more particularly described in said Petition, reference to which is hereby made for all purposes, and that the execution of said Petition has been duly authorized, approved, ratified, and confirmed as the act and deed of said bank, by all necessary action of the officers of said bank in conformity with its regulations.

I do further certify that Rajiv Bhavsar has the power to execute in the name of WALLIS BANK, such contracts, agreements, and instruments as may be required or permitted by law to be executed by said bank, which are necessary and appropriate, related or appurtenant to the requested addition of the aforesaid lands.

Witness my hand this 19th day of October, 2021.



WALLIS BANK

By: [Signature]

Name: Aziz Rahim

Title: SVP

Address: 2929 W. Sam Houston Pkwy N.

Houston TX 77043

STATE OF TEXAS

§

COUNTY OF Harris

§

BEFORE ME, the undersigned authority, on this the 19th day of October, 2021, personally appeared Aziz Rahim, serving in his/her capacity as SVP of Wallis Bank, who acknowledged to me that he/she executed the same in the capacity and for the purposes therein expressed.

[SEAL]

[Signature]
Notary Public, State of Texas

EXHIBIT "A"

DESCRIPTION OF A TRACT OF LAND CONTAINING
2.1131 ACRES (92,043 SQUARE FEET) SITUATED
IN THE GEORGE ELLIS LEAGUE, A-21
IN HARRIS COUNTY, TEXAS

Being a tract of land containing 2.1131 acres (92,043 square feet) situated in the George Ellis League, A-21 in Harris County, Texas, and being out of Lot 15 of the subdivision of the Geo Ellis League as recorded in Volume 72, Page 459 of the Deed Records of Harris County, Texas, and being a called 2.1131-acre tract of land as conveyed unto 5103 East Wallisville Partners LLC, by deed recorded under County Clerk's File Number RP-2017-516467 of the Official Public Records of Real Property of Harris County, Texas and being comprised of the reminder of a called 1.0197-acre tract as conveyed unto Ross Lee Hargis and Jennie Faith Hargis as recorded under County Clerk's File Number 20070120614 of the Official Public Records of Real Property of Harris County, Texas and a called 1.3982-acre tract as conveyed unto Ross Lee Hargis and Jennie Faith Hargis as recorded under County Clerk's File Number V906863 of the Official Public Records of Real Property of Harris County, Texas. Said 2.1131-acre tract being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2-inch iron rod found for the northerly southwest corner of said tract herein described and for the northwest end of a cut-back corner marking the intersection of the east right of way line of Garth Road (width varies) as recorded under County Clerk's File Numbers X124211, X600931, W251778 and W485307 of the Official Public Records of Real Property of Harris County, Texas, with the north right of way line of Wallisville Road (100 feet wide) as recorded in Volume 7, Page 48 of the Map Records of Harris County, Texas and under County Clerk's File Numbers W251778 and X124211 of the Official Public Records of Real Property of Harris County, Texas;

THENCE North 10° 54' 22" West, (called North 10° 54' 30" West), with the east right-of-way line of said Garth Road, a distance of 578.59 feet (called 578.72 feet) to a 1/2-inch iron rod found for the north corner of said tract herein described and for the most southerly northwest corner of the residue of a called 6.2099-acre tract as conveyed unto Randall G. Fontenot and Mary H. Fontenot as recorded under County Clerk's File Number V514654 of the Official Public Records of Real Property of Harris County, Texas from which a 1/2-inch iron rod found for the northwest corner of the residue of said 6.2099-acre tract bears North 10° 54' 22" West, a distance of 28.78 feet;

THENCE South 38° 46' 17" East, (called South 38° 47' 26" East), departing from the east right of way line of said Garth Road and with the westerly boundary line of the residue of said 6.2099-acre tract, a distance of 663.99, (called 663.84 feet), to a 1/2-inch iron rod with cap (not legible) found for the southeast corner of said tract herein described and for the southwest corner of the residue of said 6.2099-acre tract and being located in the north right of way line of said Wallisville Road from which a 1/2-inch iron rod with a cap stamped "BHA INC" found for the southeast corner of the residue of said 6.2099-acre tract bears North 77° 49' 16" East, a distance of 290.62 feet;

THENCE South 77° 49' 16" West, (called South 77° 48' 32" West), continuing with the north right of way line of said Wallisville Road, a distance of 295.51 feet to a 1/2-inch iron rod found for the southerly southwest corner of said tract herein described and for the southeast end of said cut-back corner;

THENCE North 55° 42' 55" East, (called North 56° 33' 40" West) with said cut-back corner, a distance of 20.99 feet to the **POINT OF BEGINNING** and containing 2.1131 acres (92,043 square feet) of land, more or less.

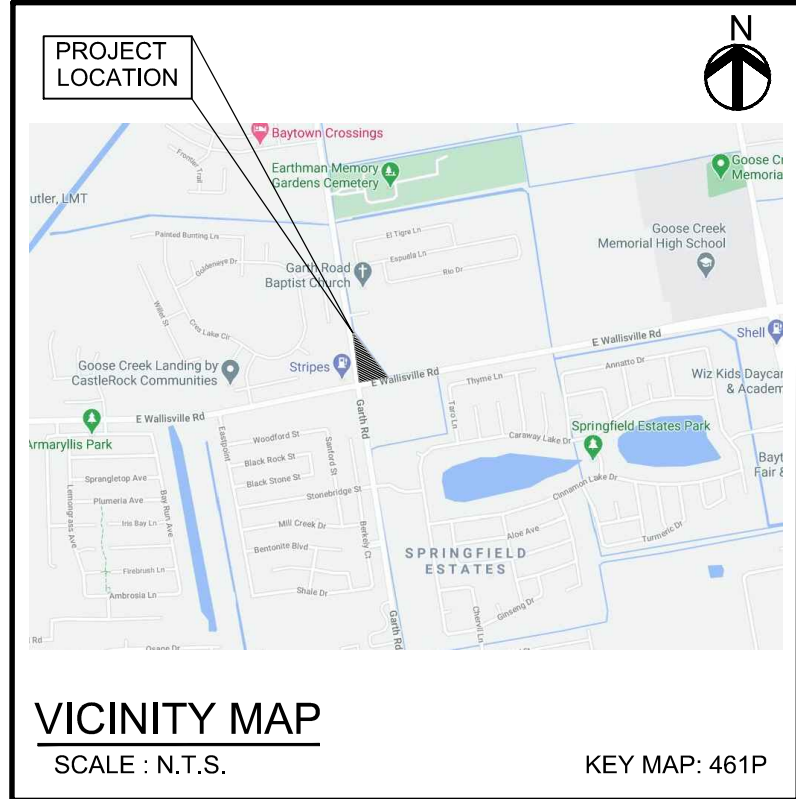
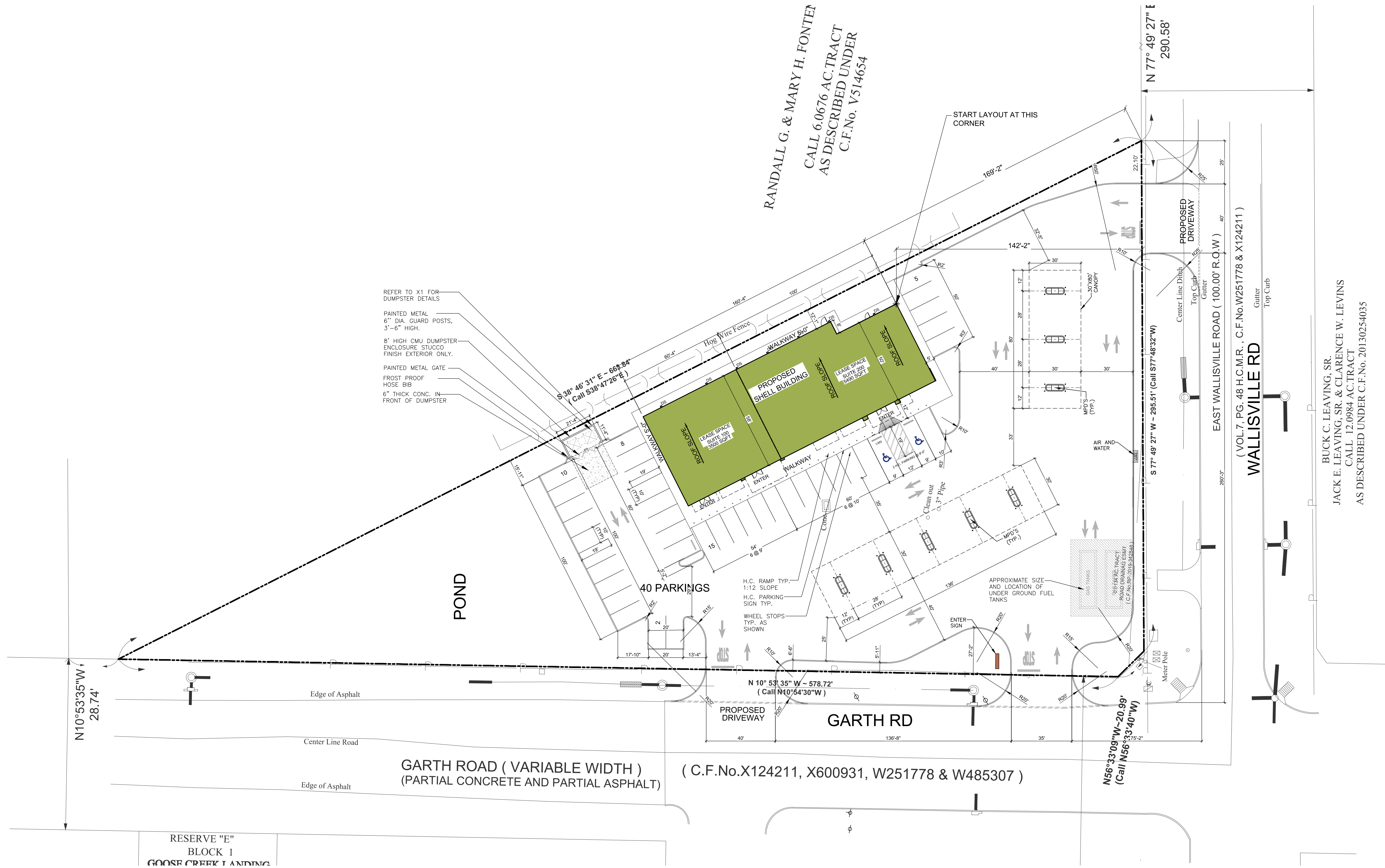
Notes:

1. All bearings cited herein are grid bearing, referenced to the Texas Coordinate System of 1983, South Central Zone No. 4204, NAD83 (2011).
2. Square footage area shown is for information only and surveyor does not certify accuracy of survey to nearest square foot.
3. This metes and bounds description is referenced to a survey drawing prepared by Cobb, Fendley & Associates, Inc. dated March 15, 2021 and titled "A BOUNDARY SURVEY OF A 2.1131 ACRE (92,043 SQ. FT.) TRACT SITUATED IN THE GEORGE ELLIS LEAGUE A-21, IN HARRIS COUNTY, TEXAS".

Cobb, Fendley & Associates, Inc.
TBPELS Firm Registration No. 100467
13430 NW Freeway, Suite 1100
Houston, TX 77040
Phone: 713-462-3242

Job Number 2018-010-01-04
March 15, 2021





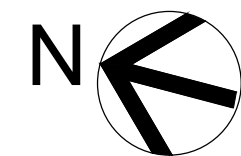
SURVEY WAS PROVIDED BY
EIC SURVEYING COMPANY
12345 JONES ROAD
SUITE 270
HOUSTON, TX 77070
(832) 455-0772
FIRM NO. 100334-00

PARKING SCHEDULE		
PARKING PROVIDED		
CARS	10' X 19'	31
CARS	9' X 19'	7
H.C. VAN	11' X 19'	1
H.C. CAR	9' X 19'	1
TOTAL PARKING PROVIDED =		40

AREA SCHEDULE	
FUEL MAXX#74 C-STORE)	5,490 SQ.FT. (APPROX.)
WASHATERIA	3500 SQ.FT. (APPROX.)
TOTAL FLOOR AREA	8990 SQ.FT. (APPROX.)

- GENERAL NOTES:
- IRRIGATION SPRINKLER SYSTEM CONTRACTOR SHALL DESIGN IRRIGATION SPRINKLER SYSTEM AND SHALL PROVIDE SEPARATE METER AND CONNECTION FROM WATER MAIN.
 - EXISTING OBSTRUCTIONS TO THE PROPOSED DRIVEWAYS/SIDEWALKS (SIGNS, POLES, HYDRANTS, ETC.) SHALL BE REMOVED/RELOCATED.
 - SEE X1 FOR SIDEWALK AND PAVING DETAILS.

BUCK C. LEAVING, SR.
JACK E. LEAVING, SR. & CLARENCE W. LEVINS
CALL 12.0984 AC TRACT
AS DESCRIBED UNDER C.F.No. 20130254035



SCALE : 1" = 30' - 0"

ALL DRAWINGS, SPECIFICATIONS, AND NOTES ARE THE PROPERTY OF WADHWA AND ASSOCIATES, INC. AND NO PART THEREOF SHALL BE REPRODUCED, COPIED, OR USED IN CONNECTION WITH ANY OTHER PROJECT WITHOUT THE WRITTEN CONSENT OF WADHWA AND ASSOCIATES, INC. THE CONTRACTOR SHALL VERIFY AND BE RESPONSIBLE FOR THE ACCURACY OF ALL DIMENSIONS, BEARINGS, AND CONDITIONS ON THE JOB AND IMMEDIATELY OF ANY VARIATIONS FROM THE DRAWINGS AND SPECIFICATIONS SHOWN ON THESE DRAWINGS.

DRAWN:

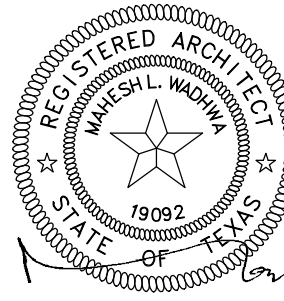
CHECKED:

DATE : DEC 2020



FUEL MAXX # 74 SHELL BUILDING
8500 GARTH ROAD
BAYTOWN, TEXAS 77521

ISSUE



DATE: 06/09/2021

SITE PLAN

WA WADHWA AND ASSOCIATES, INC.
architects, planners
and construction administration
13422 N. BEND LANDING CYPRESS, TEXAS 77429 Ph : (713) 485-0009 Email : plan@wai-designs.com

R E V I S I O N S	
1	
2	
3	
4	
5	

JOB NO.

20-12-027

SHEET NO.

SP1

SHELL BUILDING - TX



CITY COUNCIL MEETING

5. a.

Meeting Date: 02/24/2022

Subject: Consider awarding a consulting services agreement for materials testing for the West District Wastewater Treatment Plant Second Feed Project.

Prepared for: Andrea Brinkley, Public Works/Engineering/BAWA, C.I.P

Prepared by: Juan Macias, Public Works/Engineering/BAWA

Department: Public Works/Engineering/BAWA

Information

ITEM

Consider an ordinance authorizing a Consulting Services Agreement with Raba Kistner, Inc., for construction material testing for the West District Wastewater Treatment Plant Second Feed Project.

PREFACE

The proposed ordinance authorizes a consulting services agreement with Raba Kistner, Inc., for construction material testing for the West District Wastewater Treatment Plant Second Feed Project in the amount of \$81,685.00.

The scope of the work includes observation, testing and documentation of construction activities to maintain compliance assurance with construction specifications for the proposed sanitary forcemain construction. The scope of work includes testing for density, compaction, and lime/cement, and lime determination. This work includes certified field technicians and project oversight.

The proposed ordinance authorizes an agreement for consulting services in a total amount not to exceed \$81,685.00.

Fiscal Impact

Fiscal Year: 2022
Acct Code: 52703-85012-WWSF7500-85012
Source of Funds (Operating/Capital/Bonds): Bonds
Funds Budgeted Y/N: Y
Amount Needed: \$81,685.00
Fiscal Impact (Additional Information):

Attachments

Ordinance - Consulting Services Agreement
Exhibit A - Consulting Services Agreement

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING A CONSULTING SERVICES AGREEMENT WITH RABA KISTNER, INC., FOR CONSTRUCTION MATERIALS TESTING AND CONSTRUCTION OBSERVATION SERVICES FOR THE WEST DISTRICT WASTEWATER TREATMENT PLANT SECOND FEED PROJECT; AUTHORIZING PAYMENT BY THE CITY OF BAYTOWN IN AN AMOUNT NOT TO EXCEED EIGHTY-ONE THOUSAND SIX HUNDRED EIGHTY-FIVE AND NO/100 DOLLARS (\$81,685.00); MAKING OTHER PROVISIONS RELATED THERETO; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS:

Section 1: That the City Council of the City of Baytown, Texas, hereby authorizes and directs the City Manager to execute and the City Clerk to attest to a Consulting Services Agreement with Raba Kistner, Inc., for construction materials testing and construction observation services for the West District Wastewater Treatment Plant Second Feed Project. A copy of said agreement is attached hereto as Exhibit "A" and incorporated herein for all intents and purposes.

Section 2: That the City Council of the City of Baytown authorizes payment to Raba Kistner, Inc., in an amount not to exceed EIGHTY-ONE THOUSAND SIX HUNDRED EIGHTY-FIVE AND NO/100 DOLLARS (\$81,685.00) for professional services in accordance with the agreement authorized in Section 1 hereinabove.

Section 3: That the City Manager is hereby granted general authority to approve a decrease or an increase in costs by FIFTY THOUSAND AND NO/100 DOLLARS (\$50,000.00) or less, provided that the amount authorized in Section 2 hereof may not be increased or decreased by more than twenty-five percent (25%).

Section 4: This ordinance shall take effect immediately from and after its passage by the City Council of the City of Baytown.

INTRODUCED, READ and PASSED by the affirmative vote of the City Council of the City of Baytown this the 24th day of February, 2022.

BRANDON CAPETILLO, Mayor

ATTEST:

ANGELA JACKSON, City Clerk

APPROVED AS TO FORM:

TREVOR FANNING, Interim City Attorney

EXHIBIT "A"

AGREEMENT FOR CONSULTING SERVICES

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This Agreement (this "Agreement") entered into by and between Raba Kistner (hereinafter "Consultant") and the City of Baytown, a home-rule municipality located in Harris and Chambers Counties, Texas (the "City").

1. Scope of Services/Consultant Fees

This Agreement authorizes Consultant to perform Construction Materials Testing and Construction Observation services for West District Wastewater Treatment Plant Second Feed Project(the "Work") for and on behalf of the City. The scope of the Work is detailed in Exhibit "A." The compensation and professional fees for Consultant and its subconsultants is more particularly described in Exhibit "B" and shall not exceed EIGHTY ONE THOUSAND SIX HUNDRED EIGHTY FIVE AND NO/100 DOLLARS (\$81,685.00). The time schedules for the Work are specified in Exhibit "C." Each of these Exhibits "A" through "C" are incorporated into this Agreement by reference for all purposes.

2. Compensation and Professional Fees

- a. The City shall pay Consultant in installments based upon monthly progress reports and detailed invoices submitted by the Consultant based upon the following:

1. Design Phase Services (Lump Sum).....	\$0.00
2. Bid Phase Services (Hourly Not to Exceed)	\$0.00
3. Construction Phase Services (Hourly Not to Exceed)	\$81,685.00
4. Additional Services (Lump Sum)	\$0.00
(These services require independent and specific advance, written authorization)	
5. Reimbursable Expenses (Not to Exceed).....	\$0.00
6. Total	\$81,685.00

- b. For an agreed contract amount identified as "Lump Sum," "Not to Exceed" and "Reimbursable," Consultant shall not exceed the fixed contractual amount without written authorization in the form of a Contract amendment.

- c. Reimbursable Expenses, as shown in Exhibit "B" are itemized by work category. Reimbursable Expenses shall be invoiced AT COST, without subsequent markup by Consultant. All invoices containing a request for Reimbursable Expenses shall include copies of the original expense receipts itemized per allowable category.

- (1) Allowable reimbursable Expenses include:
- (a) Hard copy reproductions, copies, and/or binding costs;
 - (b) Postage;

- (c) Mileage, for travel from Consultant's local office (within a 25-mile radius) to meetings the City or job-site. Mileage shall be charged at the current IRS rates;
 - (d) Travel Expenses, mileage from local office to State or federal regulatory agency office beyond 100miles; and
 - (e) Lodging expenses for destinations beyond 100 miles from Consultant's local office AND when business hours exceed eight hours within one business day OR when Consultant's services require more than one eight-hour day at the destination; provided such expenses has been approved in writing by the City.
- (2) Disallowed Expenses include travel expenses for professional expertise traveling into the Greater Houston Area from Consultant's office outside the Greater Houston Area.
- d. Consultant shall invoice based upon total services actually completed during the applicable month. Invoices and all required or requested backup information shall be tendered no more often than once a month. Consultant shall not invoice the City for services or expenses that were incurred more than sixty (60) days before the date of the invoice. Failure to timely invoice the City for services or expenses shall result in Consultant's invoice being denied.
- e. In the event of a disputed or contested invoice, the City may withhold from payment that portion so disputed or contested, and the undisputed portion will be paid.

3. Personnel of Consultant

- a. **Consultant's Project Manager**
Consultant shall designate Harry Giannaris, CET, to serve as Project Manager for the Work performed under this Agreement. Any change of Project Manager shall require thirty days' advance written approval from the City's Representative.
- b. **Licensed and Registered Architects/Engineers**
Consultant shall keep a full-time registered architects and/or engineers licensed in the State of Texas on staff and assigned to the Work for the duration of its performance of the Work.
- c. **Data on Consultant's Employees**
Prior to commencement of the Work, Consultant shall forward to the City a detailed resume of the personnel that will be assigned to the Work. Such personnel shall include, but not be limited to, architects and/or engineers as applicable.

- d. Rejection of Consultant's Employees
The City reserves the right to approve or reject from the Work any employees of Consultant.

4. Designation and Duties of the City's Representative

- a. The City's Director of Public Works and Engineering or his designee shall act as the City's Representative.
- b. The City's Representative shall use his best efforts to provide nonconfidential City records for Consultant's usage on the Work and to provide access to City's property and easements. However, the City does not guarantee the accuracy or correctness of the documents so provided. Notwithstanding the foregoing, Professional shall be entitled to use and rely upon information provided by the City in performing the services required under this Agreement only to the extent and level specified by the City in writing for each document provided. Nothing contained herein shall be construed to require the City to provide such records in any certain format. The format in which the existing data and documentation will be provided shall be at the sole discretion of the City.

5. Standards of Performance

- a. Consultant shall perform all services under this Agreement with the care and skill ordinarily used by members of Consultant's profession practicing under the same or similar circumstances, time and locality. Opinion of probable cost shall be based upon the consultant's experience and represent its best judgement as an experienced and qualified professional. Each submittal of opinion of probable cost shall be commensurate with the project design.

Consultant shall be responsible for the technical accuracy of its services and documents resulting therefrom, and the City shall not be responsible for discovering deficiencies therein. Consultant shall correct such deficiencies without additional compensation.

- b. Codes and Standards
 - (1) All references to codes, standards, environmental regulations and/or material specifications shall be to the latest revision, including all effective supplements or addenda thereto, as of the date that the order for any necessary equipment is made by the City or that the construction specified is bid by the City.
 - (2) If any such equipment is specially manufactured, it shall be identified to the City, and the Contractor and the Seller shall present sufficient data to the City to support the design and the suitability of the equipment.

- (3) All materials specified on any City project shall be in accordance with City, ASTM, ACI, and AASHTO specifications, and with other recognized standards. Proprietary material or other materials for which no generally recognized standards exist may be used provided there has been at least five years of proven experience in the field, and such satisfactory documentation has been approved by the City's Representative.
- (4) The Work shall be designed and furnished in accordance with the most current codes and/or standards adopted by city, state, or federal government or in general custom and usage by the profession and shall comply Texas Department of Licensing and Regulation's rules and regulations, including the Texas Accessibility Standards.
- (5) The codes and standards used in the profession set forth minimum requirements. These may be exceeded by the Contractor or Consultant if superior methods are available for successful operation of equipment and/or for the construction project on which the Work is performed. Any alternative codes or regulations used shall have requirements that are equivalent or better than those in the above listed codes and regulations. Consultant shall state the alternative codes and regulations used.
- (6) Consultant agrees the services it provides as an experienced and qualified architect/engineer will reflect the professional standards, procedures and performances common in the industry for this project. Consultant further agrees that any analysis, reports, preparation of drawings, the designation or selection of materials and equipment, the selection and supervision of personnel and the performance of other services under this contract will be pursuant to the standard of performance common in the profession.
- (7) Consultant shall promptly correct any defective analysis caused by Consultant at no cost to City. The City's approval, acceptance, use of or payment for all or any part of Consultant's services hereunder or of the Work itself shall in no way alter Consultant's obligations or the City's rights under this Agreement. As applicable, Consultant shall provide the City with record "as-built" drawings relating to the Work, in an electronic format that is acceptable to the City. City shall be in receipt of record drawings, if applicable, prior to final payment.
- (8) Consultant has no control over the cost of labor, materials, equipment or services furnished by others, other than its subconsultants. Data projections and estimates are based upon Consultant's opinion based on experience and judgment. Consultant cannot and does not guarantee that actual costs and/or quantities realized will vary from the data projections and estimates prepared by Consultant.

- (9) Consultant shall submit all final construction documents in both hard copy and electronic format. Plans shall be AutoCAD compatible and all other documents shall be Microsoft Office compatible. The software versions used shall be compatible to current City standards. Other support documents for example structural calculations, drainage reports and geotechnical reports, shall be submitted in hard copy only. All Record Drawings electronic files shall be submitted to the City in PDF/TIF format.

6. Schedule

Consultant shall not proceed with the Work or any stage thereof until written notice to proceed is provided by the City's Representative. Consultant's obligation to render services specified in Exhibit B will be for the entire period necessary for the final completion of the construction of the Work. If the Consultant contributes to any delay in the schedule, Consultant will have no right to seek and shall not be entitled to any additional compensation.

7. Instruments of Service

Upon execution of this Agreement, Consultant grants to the City an ownership interest in the Instruments of Service. Consultant shall obtain similar interests from the City and Consultant's consultants consistent with this Agreement. As noted in Articles 5 & 11, Consultant shall be required to tender to City all Instruments of Service. With such ownership interest, it is expressly understood by the parties hereto that the City may use the Instruments of Service for any purposes which the City sees fit, including, but not limited to, subsequent construction, reconstruction, alteration, and/or repairs of the Project. As a condition to the City's use of the Instruments of Service, the City hereby expressly agrees to remove Consultant's name and all references to Consultant and its consultants from the Documents. Provided that this Agreement is not terminated for cause by the City, the City shall release any and all claims which the City could make arising out of or in connection with any reuse of the documents by the City.

8. Insurance

Consultant shall procure and maintain at its sole cost and expense for the duration of the Agreement, insurance against claims for injuries to person or damages to property which may arise from or in connection with the performance of the Work hereunder by Consultant, its agents, representatives, volunteers, employees or subconsultants.

- a. Consultant's insurance coverage shall be primary insurance with respect to the City, its officials, employees and agents. Any insurance or self-insurance maintained by the City, its officials, employees or agents shall be considered in excess of Consultant's insurance and shall not contribute to it. Further, Consultant shall include all subconsultants, agents and assigns as additional insureds under its policy or shall furnish separate certificates and endorsements for each such person or entity. All coverages for subconsultants and assigns shall be subject to all of the requirements stated herein.

The following is a list of standard insurance policies along with their respective minimum coverage amounts required in this Agreement:

1. Commercial General Liability
 - General Aggregate: \$2,000,000
 - Products & Completed Operations Aggregate: \$2,000,000
 - Personal & Advertising Injury: \$1,000,000
 - Per Occurrence: \$1,000,000
 - Fire Damage \$500,000
 - Waiver of Subrogation required.
 - Coverage shall be broad form.
 - No coverage shall be deleted from standard policy without notification of individual exclusions being attached for review and acceptance.
2. Business Automobile Policy
 - Combined Single Limits: \$1,000,000
 - Coverage for “Any Auto”
 - Waiver of Subrogation required.
3. Errors and Omissions
 - Limit: \$1,000,000 for this project.
 - For all architects, engineers, and/or design companies
 - Claims-made form is acceptable
 - Coverage will be in force for one (1) year after completion of the Project.
 - Waiver of Subrogation required.
4. Workers’ Compensation
 - Statutory Limits
 - Employer’s Liability \$500,000
 - Waiver of Subrogation required.

b. The following shall be applicable to all policies of insurance required herein.

1. Insurance carrier for all liability policies must have an A.M. Best Rating of A:VIII or better.
2. Only insurance carriers licensed and admitted to do business in the State of Texas will be accepted.
3. Liability policies must be on occurrence form. Errors and Omissions can be on claims-made form.
4. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled or reduced in coverage or in limits except after thirty (30) days’ prior written notice by mail, return receipt requested, has been given to the City.

5. The City, its officers, agents and employees are to be added as Additional Insureds to all liability policies, with the exception of the Workers Compensation and Errors and Omissions Policies required herein.
6. Upon request and without cost to the City, certified copies of all insurance policies and/or certificates of insurance shall be furnished to the City.
7. Upon request and without cost to the City, loss runs (claims listing) of any and/or all insurance coverages shall be furnished to the City.
8. All insurance required herein shall be secured and maintained in a company or companies satisfactory to the City, and shall be carried in the name of Consultant. Consultant shall provide copies of insurance policies and endorsements required hereunder to the City on or before the effective date of this Agreement.

9. Indemnification and Release

CONSULTANT AGREES TO AND SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND THE CITY, ITS OFFICERS, AGENTS, AND EMPLOYEES (HEREINAFTER REFERRED TO AS THE "CITY") FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS AND LIABILITY OF EVERY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES, FOR INJURY TO OR DEATH OF ANY PERSON, FOR DAMAGE TO ANY PROPERTY OR FOR ANY BREACH OF CONTRACT TO THE EXTENT ARISING OUT OF OR IN CONNECTION WITH AN ACT OF NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY THE PROFESSIONAL OR THE CONSULTANT'S AGENT, CONSULTANT UNDER CONTRACT, OR ANOTHER ENTITY OVER WHICH THE CONSULTANT EXERCISES CONTROL (COLLECTIVELY CONSULTANT'S PARTIES). IT IS THE EXPRESSED INTENTION OF THE PARTIES HERETO, BOTH CONSULTANT AND THE CITY, THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH IS INDEMNITY BY CONSULTANT TO INDEMNIFY AND PROTECT THE CITY FROM THE CONSEQUENCES OF CONSULTANT'S PARTIES' OWN WILLFUL MISCONDUCT, JOINT OR SOLE NEGLIGENCE AS WELL AS THE CONSULTANT'S PARTIES' INTENTIONAL

TORTS, INTELLECTUAL PROPERTY INFRINGEMENTS, AND FAILURES TO MAKE PAYMENTS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT. SUCH INDEMNITY SHALL NOT APPLY, HOWEVER, TO LIABILITY ARISING FROM THE PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE OF PERSONS THAT IS CAUSED BY OR RESULTS FROM THE NEGLIGENCE OF ANY PERSON OTHER THAN THE CONSULTANT'S PARTIES. IN THE EVENT THAT ANY ACTION OR PROCEEDING IS BROUGHT AGAINST THE CITY FROM WHICH THE CITY IS INDEMNIFIED, CONSULTANT FURTHER AGREES AND COVENANTS TO DEFEND THE ACTION OR PROCEEDING BY LEGAL COUNSEL ACCEPTABLE TO THE CITY. THE INDEMNITY PROVIDED HEREINABOVE SHALL SURVIVE THE TERMINATION AND/OR EXPIRATION OF THIS AGREEMENT.

By this Agreement, the City does not consent to litigation or suit, and the City hereby expressly revokes any consent to litigation that it may have granted by the terms of this Contract or any other contract or agreement, any charter, or applicable state law. Nothing herein shall be construed so as to limit or waive the City's sovereign immunity. Consultant assumes full responsibility for its services performed hereunder and hereby releases, relinquishes and discharges the City, its officers, agents, and employees from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to or death of any person (whether they be either of the parties hereto, their employees, or other third parties) and any loss of or damage to property (whether the property be that of either of the parties hereto, their employees, or other third parties) that is caused by or alleged to be caused by, arising out of, or in connection with Consultant's services to be performed hereunder. This release shall apply with respect to Consultant's services regardless of whether said claims, demands, and causes of action are covered in whole or in part by insurance.

10. Subcontractors and Subconsultants

Consultant shall receive written approval of the City's Representative prior to the use of any subcontractors or subconsultants. A copy of all proposed contracts with subconsultants and/or subcontractors shall be given to the City before execution of such contracts.

11. Termination of Consultant

The City, besides all other rights or remedies it may have, shall have the right to terminate this Agreement without cause upon written notice from the City Manager to Consultant of the City's election to do so. Furthermore, the City may immediately and without notice terminate this Agreement if Consultant breaches this Agreement. A breach of this Agreement shall include, but not be limited to, the following:

- (a) failing to pay insurance premiums, liens, claims or other charges;
- (b) failing to pay any payments due the city, state, or federal government from Consultant or its principals, including, but not limited to, any taxes, fees, assessments, liens, or any payments identified in this Agreement;
- (c) the institution of voluntary or involuntary bankruptcy proceeding against Consultant;
- (d) the dissolution of Consultant;
- (e) refusing or failing to prosecute the Work or any separable part, with the diligence that will ensure its completion within the time specified in this Agreement;
- (f) failing to complete Work within the time period specified in this Agreement; and/or
- (g) the violation of any provision of this Agreement.

Upon delivery of any notice of termination required herein, Consultant shall discontinue all services in connection with the performance of the Agreement. Within ten (10) days after receipt of the notice of termination, Consultant shall submit a final statement showing in detail the services satisfactorily performed and accepted and all other appropriate documentation required herein for payment of services. At the same time that the final statement is tendered to the City, Consultant shall also tender to the City's Representative all of Consultant's instruments of service, including all drawings, special provisions, field survey notes, reports, estimates, and any and all other documents or work project generated by Consultant under this Agreement, whether complete or not, in an acceptable form and format together with all unused materials supplied by the City. No final payment will be made until all such instruments of service and materials supplied are so tendered.

If this Agreement is terminated for cause, Consultant shall be liable for any damage to the City resulting therefrom. This liability includes any increased costs incurred by the City in completing Consultant's services. The rights and remedies of the City in this section are in addition to any other rights and remedies provided by law or under this Agreement.

12. Records

Within ten days of the City's request and at no cost to the City, the City will be entitled to review and receive a copy of all documents that indicate work on the Project that is subject to this Agreement.

13. Supervision of Consultant

Consultant is an independent contractor and the City neither reserves nor possesses any right to control the details of the Work performed by Consultant under the terms of this Agreement.

14. Billing

The City shall have thirty (30) days to pay Consultant's invoices from the date of receipt of such invoices and necessary backup information. All invoices must identify with specificity the work or services performed and the date(s) of such work or services. In the event of a disputed or contested invoice, the parties understand and agree that the City may withhold the portion so contested, but the undisputed portion will be paid. Consultant shall invoice the City for work

performed no more than once a month and may not invoice the City for work not performed. Invoices shall be received by the City no later than sixty calendar (60) days from the date Consultant and/or its subconsultants perform the services or incur the expense. Failure by Consultant to comply with this requirement shall result in Consultant's invoice being denied and the City being relieved from any liability for payment of the late invoice.

15. Indebtedness.

If Consultant, at any time during the term of this Agreement, incurs a debt, as the word is defined in section 2-662 of the Code of Ordinances of the City of Baytown, it shall immediately notify the City's Director of Finance in writing. If the City's Director of Finance becomes aware that Consultant has incurred a debt, the City's Director of Finance shall immediately notify Consultant in writing. If Consultant does not pay the debt within 30 days of either such notification, the City's Director of Finance may deduct funds in an amount equal to the debt from any payments owed to Consultant under this Agreement, and Consultant waives any recourse therefor.

16. Verifications.

The Consultant makes the following verifications in accordance with Chapters 2271 and 2274 of the Texas Government Code:

- a. the Consultant does not boycott Israel and will not boycott Israel during the term of the contract to be entered into with the City of Baytown;
- b. the Consultant does not boycott energy companies and will not boycott energy companies during the term of the contract to be entered into with the City of Baytown; and
- c. the Consultant does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of the contract against a firearm entity or firearm trade association.

17. Reputation in the Community

Consultant shall retain a high reputation in the community for providing professional architectural/engineering services. Consultant shall forward a copy of any current petition or complaint in any court of law which (a) asserts a claim for \$50,000 or more for errors or omissions in providing architectural/engineering services and/or (b) seeks to deny Consultant the right to practice architecture/engineering or to perform any other services in the state of Texas.

18. Payroll and Basic Records

- a. Consultant shall maintain payrolls and basic payroll records during the course of the work performed under this Agreement and shall preserve them for a period of three years from the completion of the work called for under this Agreement for all personnel working on such work. Such records shall contain the name and address of each such employee, social security number, correct classification, hourly rates of wages paid, daily and weekly number of hours worked, deductions made and actual wages paid.

- b. Consultant shall make the records required to be maintained under the preceding subsection (a) of this section available at no cost to the City for inspection, copying or transcription or its authorized representatives within fifteen days of the City's request therefor. Consultant shall permit such representatives to interview Consultant's employees during working hours on the job.

19. Governing Law

This Agreement has been made under and shall be governed by the laws of the state of Texas. The parties further agree that performance and all matters related thereto shall be in Harris County, Texas.

20. Notices

Unless otherwise provided in this Agreement, any notice provided for or permitted to be given must be in writing and delivered in person or by depositing same in the United States mail, postpaid and registered or certified, and addressed to the party to be notified, with return receipt requested, or by delivering the same to an officer of such party. Notice deposited in the mail as described above shall be conclusively deemed to be effective, unless otherwise stated in this Agreement, from and after the expiration of three (3) days after it is so deposited.

For the purpose of notice, the addresses of the parties shall be as follows unless properly changed as provided for herein below:

For the City:

CITY OF BAYTOWN
Attn: City Manager
P. O. Box 424
Baytown, Texas 77522-0424

For Consultant:

Raba Kistner
3602 Westchase
Houston, TX 77042

Each party shall have the right from time to time at any time to change its respective address and each shall have the right to specify a new address, provided that at least fifteen (15) days' written notice is given of such new address to the other party.

21. No Third-Party Beneficiary

This Agreement shall not bestow any rights upon any third party, but rather, shall bind and benefit Consultant and the City only. No person or entity not a signatory to this Agreement shall be entitled to rely on Professional's performance of its services hereunder, and no right to assert a claim against Professional by assignment of indemnity rights or otherwise shall accrue to a third party as a result of this Agreement or the performance of Professional's services hereunder.

22. No Right to Arbitration

Notwithstanding anything to the contrary contained in this Agreement, the City and Consultant hereby agree that no claim or dispute between the City and Consultant arising out of or relating to this Agreement shall be decided by any arbitration proceeding including, without limitation, any proceeding under the Federal Arbitration Act (9 U.S.C. Sections 1-14), or any applicable State arbitration statute, including, but not limited to, the Texas General Arbitration Act, provided that in the event that the City is subjected to an arbitration proceeding notwithstanding this provision, Consultant consents to be joined in the arbitration proceeding if Consultant's presence is required or requested by the City of complete relief to be recorded in the arbitration proceeding.

23. Waiver

No waiver by either party to this Agreement of any term or condition of this Agreement shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.

24. Complete Agreement

This Agreement represents the entire and integrated agreement between the City and Consultant in regard to the subject matter hereof and supersedes all prior negotiations, representations or agreements, either whether written or oral, on the subject matter hereof. This Agreement may only be amended by written instrument approved and executed by both of the parties. The City and Consultant accept and agree to these terms.

25. No Assignment

Consultant may not sell or assign all or part interest in this Agreement to another party or parties without the prior express written approval of the City Manager of such sale or assignment. The City may require any records or financial statements necessary in its opinion to ensure such sale or assignment will be in the best interest of the City.

26. Headings

The headings used in this Agreement are for general reference only and do not have special significance.

27. Severability

All parties agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Agreement, which shall continue in full force and effect.

28. Ambiguities

In the event of any ambiguity in any of the terms of this Agreement, it shall not be construed for or against any party hereto on the basis that such party did or did not author the same.

29. Authority

The officers executing this Agreement on behalf of the parties hereby represent that such officers have full authority to execute this Agreement and to bind the party he/she represents.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in multiple copies, each of which shall be deemed to be an original, but all of which shall constitute but one and the same Agreement on the _____ day of _____, 20____, the date of execution by the City Manager of the City of Baytown.

CITY OF BAYTOWN

RICHARD L. DAVIS, City Manager

ATTEST:

ANGELA JACKSON, City Clerk

APPROVED AS TO FORM:

TREVOR FANNING, Interim City Attorney

CONSULTANT:

Raba Kistner
(Company Name)

(Signature)

Martin Vila
(Printed Name)

Senior Vice President
(Title)

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

Before me on this day personally appeared Martin Vila, in his/her capacity as Senior Vice President of Raba Kistner, on behalf of such _____,

☒ known to me;

☐ proved to me on the oath of _____; or
☐ proved to me through his/her current _____
{description of identification card or other document issued by the federal
government or any state government that contains the photograph and signature of
the acknowledging person}

(check one)

to be the person whose name is subscribed to the foregoing instrument and acknowledged to me
that he/she executed the same for the purposes and consideration therein expressed.

SUBSCRIBED AND SWORN before me this 15th day of February, 2022.

Sofian Sheikh

Notary Public in and for the State of Texas

R:\Karen Horner\Documents\Files\Engineering\Engineering Agreements\Forms\Forms 2021\COB Agreement.doc

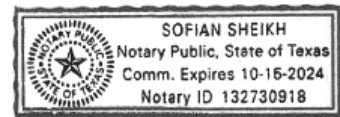


EXHIBIT "A"
SCOPE OF SERVICES

EXHIBIT A – Scope of Services

- **SOILS - Earthwork and Utility Installation:** As required by the City of Baytown Regulations, a technician will be on-site to perform full-time observations during the installation of water, sanitary and storm sewer lines. Field technician services will include sampling and density testing of earthwork for any trench backfill, structural backfill, and subgrade preparation. Laboratory testing of soil materials such as moisture-density relationships (Proctor), Atterberg Limits (PI), Sieve Analysis thru No. 200 and lime determination will be performed.
- **CONCRETE (Cast-in-Place)** - Field technician services for observation of reinforcing steel bars and formwork prior to structural concrete placement. Concrete construction may be limited to seal slab(s) and any pavement repairs. Field technician services for sampling and testing concrete will be in accordance with the project specifications. Compressive strength cylinders will be cast in set of 4 for every 50 cubic yards of cast in place. Laboratory testing of concrete and any cement-stabilized sand test specimens will be performed.
- **PROJECT MANAGEMENT** - Supervision of field services and review of daily report by a Texas Registered Engineer. Project coordination, meeting attendance, scheduling, and management. Data processing and report review services of laboratory and field test reports

EXHIBIT "B"
LEVEL OF EFFORT

	Qty		Rate	Unit	Amount
Task 1: Soils - Sample Pickup's, Site Grading and Fill, Paving Subgrade & Utility Backfill					
(assuming 80 site visits and 10 sample pickups)					
Labor:					
109000 Technician	530	x	\$65.00	/ Hr	= \$34,450.00
109010 Technician OT	80	x	\$97.50	/ Hr	= \$7,800.00
150000 Vehicle Charge	610	x	\$12.00	/ Hr	= \$7,320.00
900000 Soils Tests: (Spec. Frequency: testing every 5,000 sf or 125 lf)					
901000 Liquid and Plastic Limits	12	x	\$71.00	/ Ea	= \$852.00
906000 Percent Passing #200 Sieve (ASTM D-1120)	8	x	\$55.00	/ Ea	= \$440.00
923000 OMD Standard Compaction (ASTM D-698)	8	x	\$231.00	/ Ea	= \$1,848.00
945000 OMD Lime or Cement Stabilized Soil	2	x	\$256.00	/ Ea	= \$512.00
926000 Percent Solids in Lime Slurry (ASTM D-2216)	4	x	\$49.00	/ Test	= \$196.00
928000 Four Point Lime Content Recommendation Series (PI)	1	x	\$274.00	/ Test	= \$274.00
941000 Compressive Strength of C.S.S.	12	x	\$81.00	/ Ea	= \$972.00
951000 Nuclear Density Equipment Rental	580	x	\$12.00	/ Hr	= \$6,960.00
Task 1 Total					\$61,624.00
Task 2: Concrete - Reinforcing Steel Obs, Seal Slab and Pavement					
(assuming 8 site visits for casting cylinders and 6 trips for cylinder pickup)					
Labor:					
109000 Technician	80	x	\$65.00	/ Hr	= \$5,200.00
109010 Technician OT	18	x	\$97.50	/ Hr	= \$1,755.00
150000 Vehicle Charge	98	x	\$12.00	/ Hr	= \$1,176.00
300000 Concrete Mix Design Inspection and Testing: (spec. every 50/100 CY)					
301000 Cylinders Test (ASTM C-39) incl. Hold	32	x	\$20.00	/ Ea	= \$640.00
Task 2 Total					\$8,771.00
Task 3: Professional Services (project management: report review, attending meetings, etc.)					
10200 Senior Engineer, P.E.	6	x	\$190.00	/ Hr	= \$1,140.00
10400 Project Manager	60	x	\$115.00	/ Hr	= \$6,900.00
11500 Administrative Support	50	x	\$65.00	/ Hr	= \$3,250.00
Task 3 Total					\$11,290.00
TOTAL					\$81,685.00

EXHIBIT C - Schedule

The Construction Phase will commence with Notice to Proceed issued by the City of Baytown. Construction duration to substantial completion is anticipated to be 11 months. The duration includes approximately 165 calendar days for material procurement and 165 calendar days of onsite services.

Raba Kistner, Inc. (RKI) will utilize its office in Houston to perform the required services. Our designated project manager, Mr. Harry Giannaris, CET, and project personnel will be accessible throughout the duration of this contract. Twenty-four-hour, seven-day-a-week, point-of-contact telephone/cell numbers will be provided to the designated client program manager/representative(s). Client requests will be addressed immediately and emergency response to the project sites will be provided throughout the duration of the project.



CITY OF BAYTOWN, TEXAS
INDEBTEDNESS CERTIFICATION

Project Name: Consider awarding a consulting services agreement for materials testi

Company Name: Raba Kistner, Inc

Department: Public Works

Date: 02/15/2022

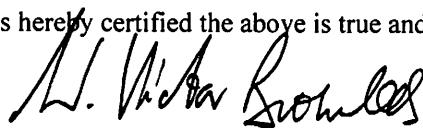
Council Date: 02/24/2022

A review of the above-described company was made in accordance with 2-663 of the City of Baytown Code of Ordinances and the aforementioned company was found:

☐ to be indebted to the City in the following areas:

☒ not to be indebted to the City.

It is hereby certified the above is true and correct based on the best information available.



Director of Finance

02/15/2022

Date

For information regarding this certificate, please contact the Finance Director at 281-420-6531.

If an appeal to this determination is to be filed under section 2-664 of this code, please forward to the following address:

City of Baytown
Director of Finance
P O Box 424
Baytown, TX 77522-0424



CITY COUNCIL MEETING

5. b.

Meeting Date: 02/24/2022

Subject: Authorize Second Amendment to the consulting services agreement for materials testing for the Animal Services and Adoption Shelter.

Prepared for: Andrea Brinkley, Public Works/Engineering/BAWA, C.I.P

Prepared by: Juan Macias, Public Works/Engineering/BAWA

Department: Public Works/Engineering/BAWA

Information

ITEM

Consider an ordinance authorizing the Second Amendment to the Consulting Services Agreement with Alpha Testing for construction material testing for the Animal Services and Adoption Shelter.

PREFACE

The proposed ordinance authorizes the Second Amendment for Consulting Services Agreement with Alpha Testing for construction material testing for the Animal Services and Adoption Shelter in the amount of \$28,827.00.

The City of Baytown (the “City”) approved a Consulting Services Agreement with Alpha Testing on October 20, 2020. The first amendment was approved by Council on May 27, 2021. Construction is progressing well despite supply chain delays. It is now necessary to add additional testing services to cover the additional loop driveway and associated drainage improvements, and ensure the construction meets the City’s standards and requirement. The scope of the work includes observation, testing and documentation of construction activities to maintain compliance assurance with construction specifications. The scope of work includes proof rolling operations, subgrade compaction, gradation testing, density testing and testing of concrete placed for the driveway. This work includes certified field technicians and project oversight.

The proposed ordinance authorizes the Second Amendment for consulting services in a total amount not to exceed \$28,827.00.

Fiscal Impact

Fiscal Year: 2022
Acct Code: 35210-85001-HECB2020-85001
Source of Funds (Operating/Capital/Bonds): Bonds
Funds Budgeted Y/N: Y
Amount Needed: \$28,827.00
Fiscal Impact (Additional Information):

Attachments

Ordinance - Second Amendment to Consulting Services Agreement

Exhibit A - Second Amendment to Consulting Services Agreement

Indebtedness Certification

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING AND DIRECTING THE CITY MANAGER TO EXECUTE AND THE CITY CLERK TO ATTEST TO THE SECOND AMENDMENT TO THE CONSULTING SERVICES AGREEMENT WITH ALPHA TESTING, INC., FOR CONSTRUCTION MATERIAL TESTING SERVICES ASSOCIATED WITH THE ANIMAL SERVICES AND ADOPTION SHELTER PROJECT; AUTHORIZING PAYMENT BY THE CITY OF BAYTOWN IN AN AMOUNT NOT TO EXCEED TWENTY-EIGHT THOUSAND EIGHT HUNDRED TWENTY-SEVEN AND NO/100 DOLLARS (\$28,827.00); AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS:

Section 1: That the City Council of the City of Baytown, Texas, hereby authorizes and directs the City Manager to execute and the City Clerk to attest to the Second Amendment to the Consulting Services Agreement with Alpha Testing, Inc., for construction material testing services associated with the Animal Services and Adoption Shelter Project. A copy of the amendment is attached hereto, marked Exhibit "A," and made a part hereof for all intents and purposes.

Section 2: That the City Council of the City of Baytown authorizes payment to Alpha Testing, Inc., in an amount not to exceed TWENTY-EIGHT THOUSAND EIGHT HUNDRED TWENTY-SEVEN AND NO/100 DOLLARS (\$28,827.00) for consulting services in accordance with the amendment authorized in Section 1 hereinabove.

Section 3: This ordinance shall take effect immediately from and after its passage by the City Council of the City of Baytown.

INTRODUCED, READ, and PASSED by the affirmative vote of the City Council of the City of Baytown this the 24th day of February, 2022.

BRANDON CAPETILLO, Mayor

ATTEST:

ANGELA JACKSON, City Clerk

APPROVED AS TO FORM:

TREVOR FANNING, Interim City Attorney



EXHIBIT "A"
Consulting Services Contract Amendment
(Animal Services and Adoption Shelter)

Date of Issuance: February 4, 2022
Consultant: Alpha Testing, Inc.

Amendment No: 02
Project No: FA 1903
PO#: 2100578

Explanation:

This Amendment encompasses the following: The scope of work for the Animal Services and Adoption Shelter for additional scope in construction material testing to include additional storm drainage and paving for a driveway around the east side of the Animal Services and Adoption Shelter that was added during the construction award. Additional masonry material testing was also included. The scope of the work includes observation, testing and documentation of construction activities to maintain compliance assurance with construction specifications. The scope of work includes proof rolling operations, subgrade compaction, gradation testing, density testing and testing of concrete placed for the driveway. This work includes certified field technicians and project oversight.

<u>Description of Work</u>	<u>Cost</u>	<u>Time</u>
1. Construction Materials Testing	\$ <u>28,827.00</u>	<u>0</u> Days
Total	\$ <u>28,827.00</u>	<u>0</u> Days

Scope/Schedule: The additional scope of work and the schedule associated with the same, are attached hereto as Exhibit "A" and Exhibit "B" and incorporated herein for all intents and purposes.

<u>Cost & Time Change Summary:</u>	<u>Cost</u>	<u>Time</u>
Original Contract:	\$ <u>30,645.00</u>	<u>494</u> Days
Previous Amendment(s):	\$ <u>29,381.00</u>	<u>N/A</u> Days
Net increase (decrease) from this Amendment:	\$ <u>28,827.00</u>	<u>0</u> Days
Revised Contract:	\$ <u>88,853.00</u>	<u>494</u> Days

[Remainder of Page Purposely Left Blank]

Consultant agrees to perform change(s) included in this Contract Amendment for the price and time indicated. The prices for changes included all costs associated with this Contract Amendment.

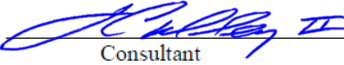
No work is to be done until this Amendment is executed. No payment to the Consultant shall be made for work included in the Amendment until this Amendment is executed.

Unless a different meaning clearly appears from the context, words and phrases as used in this Amendment, the terms and phrases as used herein shall have the same meanings as in the Agreement. The provisions of this Amendment and the Agreement and all previous amendments, if any, shall be read together and construed as one agreement provided that, in the event of any conflict or inconsistency between the provisions of this Amendment and the provisions of the Agreement and any previous amendment, the provisions of this Amendment shall control. This Amendment has been jointly negotiated by the parties hereunder and shall not be construed against a party hereunder because that party may have assumed primary responsibility for the drafting of this Amendment. By this Amendment, the City does not consent to litigation or suit, and the City hereby expressly revokes any consent to litigation that it may have granted by the terms of this Amendment, the Agreement or any other contract or agreement or addenda, any charter, or applicable state law. Nothing contained in this Amendment or in the Agreement shall be construed in any way to limit or to waive the City's sovereign immunity.

The persons executing this Agreement hereby represent that each party has the full power and authority to enter into and perform pursuant to this Amendment, and that each has been properly authorized and empowered to enter into this Amendment.

Upon execution by all parties, the following changes identified for the Contract Value and/or Contract Time shown, are made part of the Contract.

APPROVED:

By:  Date: 02/04/2022
Consultant
Joseph Culley
Printed Name
Regional Manager
Title

APPROVED:

By: _____ Date: _____
RICHARD L. DAVIS, City Manager

APPROVED AS TO CONTENT:

By: _____ Date: _____
FRANK O. SIMONEAUX, JR., P.E., PWE Director

APPROVED AS TO FUNDING:

By: _____ Date: _____
VICTOR BROWNLEES, Finance Director

EXHIBIT A SCOPE OF SERVICES

SITE PREPARATION, FILLING, BACKFILLING

Building Structures: 1 FDT every 2,500 square feet and 6 inch lift

Paving: 1 FDT each 5,000 square feet and 6 inch lift

Atterberg Limit Test: 1 sample to be obtained every 10,000 square feet per 6 inch lift

All areas supporting slab foundations, flatwork, pavement or areas to receive new fill should be properly proofrolled, compacted and tested.

UTILITIES

Trench backfill: 1 density test for every 100 linear feet each 6 inch lift.

Trench backfill for utilities should be properly placed and compacted in accordance with requirements of local City standards

MECHANICAL LIME STABILIZATION

Lime Treated Subgrade: 1 density test for every 5,000 square feet.

Atterberg Limit Test: 1 sample to be obtained for each site visit

CONCRETE TESTING

Slab: 1 set of 4 test cylinders every 100 cubic yards.

Paving: 1 set of 4 test cylinders every 100 cubic yards.

Gradebeam: 1 set of 4 test cylinders every 50 cubic yards.

Spread Footings: 1 set of 4 test cylinders every 50 cubic yards.

STRUCTURAL STEEL

1 trip every 5,000 square feet

UTILITIES

Trench backfill: 1 density test for every 100 linear feet each 6 inch lift.

CONCRETE TESTING

Paving: 1 set of 4 test cylinders every 100 cubic yards.

EXHIBIT B
LEVEL OF EFFORT

Lime Stabilization	\$ 1,920.00
Concrete Slab & Paving	\$11,545.00
Rebar and Footings	\$ 1,687.00
Structural Steel	\$ 1,695.00
Masonry	\$10,685.00
Steel Testing	\$ 1,295.00

Total: \$28,827.00

EXHIBIT C

SCHEDULE

Field testing services will be provided on a call-out basis when scheduled by the City's representative. A minimum 24-hours' notice is required to schedule Consultant services, although Consultant will attempt to meet requests in a shorter time frame. Consultant shall perform services throughout and until completion and acceptance by the City Council of all work associated with the project.

CITY OF BAYTOWN, TEXAS
INDEBTEDNESS CERTIFICATION

Project Name: Authorize Second Amendment to the consulting services agreement for

Company Name: Alpha Testing, LLC

Department: Public Works

Date: 02/15/2022

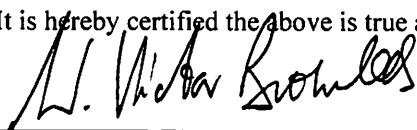
Council Date: 02/24/2022

A review of the above-described company was made in accordance with 2-663 of the City of Baytown Code of Ordinances and the aforementioned company was found:

☐ to be indebted to the City in the following areas:

☒ not to be indebted to the City.

It is hereby certified the above is true and correct based on the best information available.



Director of Finance

02/15/2022

Date

For information regarding this certificate, please contact the Finance Director at 281-420-6531.

If an appeal to this determination is to be filed under section 2-664 of this code, please forward to the following address:

City of Baytown
Director of Finance
P O Box 424
Baytown, TX 77522-0424



CITY COUNCIL MEETING

5. c.

Meeting Date: 02/24/2022

Subject: Amend an ordinance regarding a Local On-System Agreement with TxDOT for the Rollingbrook Drive Reconstruction Turn Lane Improvements at Decker Drive

Prepared for: Frank Simoneaux, Public Works/Engineering/BAWA

Prepared by: Juan Macias, Public Works/Engineering/BAWA

Department: Public Works/Engineering/BAWA

Information

ITEM

Consider a proposed ordinance amending and restating Ordinance No. 14,996 authorizing a Local On-System Agreement with TxDOT for the Rollingbrook Drive Reconstruction project, for Turn Lane Improvements at Decker Drive.

PREFACE

This proposed ordinance amends Ordinance No. 14,996 to correct the ordinance language to be suitable for action by the Texas Department of Transportation. The original ordinance stated "Interlocal Agreement", and this is corrected to state "Local On-System Agreement". No changes are required on the agreement.

The Local On-System Agreement is required by TxDOT when a local government proposes to design and construct improvements on a TxDOT roadway. The improvements are the proposed turn lane improvement along the Frontage Road of Spur 330/Decker Drive.

Upon approval by the City, the agreement it will be sent to TxDOT for execution.

Fiscal Impact

Fiscal Year: 2022

Acct Code: 32002-85001-STCB7900-85001

Source of Funds (Operating/Capital/Bonds): Bonds

Funds Budgeted Y/N: Y

Amount Needed: \$922.00

Fiscal Impact (Additional Information):

This was previously approved but TxDOT wanted the language revised so I entered the fiscal impact again in case it was necessary.

Attachments

Ordinance - Amendment

LOSA

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AMENDING ORDINANCE NO. 14,996 TO CORRECT THE NAME OF THE AGREEMENT FROM "INTERLOCAL AGREEMENT" TO "LOCAL ON-SYSTEM AGREEMENT" TO ALLOW THE AGREEMENT TO BE SUITABLE FOR ACTION BY THE TEXAS DEPARTMENT OF TRANSPORTATION; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

WHEREAS, on January 13, 2022, the City Council passed Ordinance No. 14,996, which authorized an agreement between the City of Baytown and the Texas Transportation Department for turn lane improvements; and

WHEREAS, Ordinance No. 14,996 referred to the agreement as an "Interlocal Agreement"; and

WHEREAS, the Texas Department of Transportation has indicated that the agreement, as referenced in the Ordinance, should be called a "Local On-System Agreement" to be suitable for action; and

WHEREAS, the City Council desires to amend Ordinance No. 14,996; NOW THEREFORE,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS:

Section 1: The recitals contained in the preamble of this Ordinance are true and correct and are adopted as findings of the City Council of the City of Baytown.

Section 2: The City Council of the City of Baytown hereby amends the Caption and Section 1 of Ordinance No. 14,996 to read as follows:

Caption:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING A LOCAL ON-SITE AGREEMENT WITH THE TEXAS DEPARTMENT OF TRANSPORTATION FOR THE TURN LANE IMPROVEMENTS AT DECKER DRIVE AND SPUR 330 RELATED TO THE RECONSTRUCTION OF ROLLINGBROOK DRIVE PROJECT; AUTHORIZING PAYMENT BY THE CITY OF BAYTOWN IN AN AMOUNT NOT TO EXCEED NINE HUNDRED TWENTY-TWO AND NO/100 DOLLARS (\$922.00); MAKING OTHER PROVISIONS RELATED THERETO; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

Section 1: That the City Council of the City of Baytown, Texas, hereby authorizes and directs the City Manager to execute and the City Clerk to attest to a Local On-Site Agreement with the Texas Department of Transportation for the turn lane improvements at Decker Drive and Spur 330 related to the Reconstruction of Rollingbrook Drive Project. A copy of said agreement is attached hereto as Exhibit "A," and incorporated herein for all intents and purposes.

Section 3: This ordinance shall take effect immediately from and after its passage by the City Council of the City of Baytown, Texas.

INTRODUCED, READ and PASSED by the affirmative vote of the City Council of the City of Baytown this the 24th day of February, 2022.

BRANDON CAPETILLO, Mayor

ATTEST:

ANGELA JACKSON, City Clerk

APPROVED AS TO FORM:

TREVOR FANNING, Interim City Attorney

CSJ #	
District #	HOU - 12
Code Chart 64 #	03150
Project Name	SPUR 330 (Decker Dr)

STATE OF TEXAS §

COUNTY OF TRAVIS §

**AGREEMENT
For A
LOCAL ON-SYSTEM IMPROVEMENT PROJECT**

THIS AGREEMENT (Agreement) is made by and between the State of Texas, acting by and through the Texas Department of Transportation called the "State", and the **City of Baytown**, acting by and through its duly authorized officials, called the "Local Government." The State and Local Government shall be collectively referred to as "the parties" hereinafter.

WITNESSETH

WHEREAS, the Texas Transportation Code, Section 201.103 establishes that the State shall design, construct and operate a system of highways in cooperation with local governments and Section 222.052 authorizes the Texas Transportation Commission to accept contributions from political subdivisions for development and construction of public roads and the state highway system within the political subdivision; and

WHEREAS, the Texas Transportation Commission passed Minute Order Number **116073**, authorizing the State to accept Local Government funded projects performed on the state highway system. The project covered by this Agreement includes only work within the state right of way as described in the Agreement, Article 2, Scope of Work (Project); and,

WHEREAS, the Governing Body of the Local Government has approved entering into this Agreement by resolution, ordinance, or commissioners court order dated February 24, 2022, which is attached to and made a part of this Agreement as Attachment A, Resolution, Ordinance, or Commissioners Court Order (Attachment A) for the improvement covered by this Agreement. A map showing the Project location appears in Attachment B, Project Location Map (Attachment B), which is attached to and made a part of this Agreement.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties, to be by them respectively kept and performed as set forth in this Agreement, it is agreed as follows:

AGREEMENT

1. Period of the Agreement

This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in effect until the completed Project is accepted by the State or unless terminated as provided below.

CSJ #	
District #	HOU - 12
Code Chart 64 #	03150
Project Name	SPUR 330 (Decker Dr)

2. **Scope of Work**

The Project consists of the design and construction of a reconfigured pavement island on the West Bound Spur 330 Access Road at Rollingbrook Drive Baytown, Harris County, Texas. All design and construction work will be provided by the Local Government, its consultant, or its contractor. There will be no exchange of right of way or utilities.

3. **Local Project Sources and Uses of Funds**

- A. The total estimated cost of the Project is shown in Attachment C, Local On-System Improvement Project Budget (Attachment C), which is attached to and made a part of this Agreement. The estimated funds from the Local Government are shown in Attachment C. The State will pay for no Project costs performed by or managed by Local Government under this Agreement.
- B. Attachment C shows how necessary resources for completing the Project will be provided by major cost categories. These categories may include but are not limited to: (1) costs of real property (right of way); (2) costs of utility work; (3) costs of environmental assessment and remediation; (4) cost of preliminary engineering and design; (5) cost of construction and construction management; and (6) any other Project costs.
- C. The Local Government shall be solely responsible for all of its costs associated with the Project provided for in this Agreement. The Local Government shall be responsible for cost overruns for the Project in excess of the estimated amount to be paid by the Local Government on Attachment C. The Local Government shall also be responsible for direct and indirect costs incurred by the State related to performance of this project if so indicated on Attachment C. If the State determines that the on-system improvements are of significant operational benefit to the State, the State may waive its direct or indirect costs. The State's waiver of its direct or indirect costs shall be indicated on Attachment C by showing the State as responsible for these costs. When the Local Government is responsible for the State's direct or indirect costs, the amount indicated on Attachment C is a fixed fee and not subject to adjustment except through the execution of an amendment to this Agreement.
- D. Prior to the performance of any engineering review work by the State, the Local Government shall pay to the State the amount of direct and indirect State costs specified in Attachment C.
- E. Whenever funds are paid by the Local Government to the State under this Agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation" or may use the State's Automated Clearing House (ACH) system for electronic transfer of funds in accordance with instructions provided by TxDOT's Financial Management Division. The funds shall be deposited and managed by the State and are not refundable.
- F. The Local Government will begin construction on the Project within 6 months after execution of the Agreement.
- G. The Local Government will complete construction and receive the State's acceptance of the project within 36 months after the date the State authorizes in writing for the Local Government to commence construction of the Project.
- H. If the Local Government chooses not to or fails to complete the work once construction on the Project commences, the State may terminate this Agreement in accordance with paragraph 4.C. below. The State may address unfinished construction work as it

CSJ #	
District #	HOU - 12
Code Chart 64 #	03150
Project Name	SPUR 330 (Decker Dr)

determines necessary to protect the interests of the State, which includes returning the Project area to its original condition or completing the work using State forces or contractors. The Local Government shall pay all costs incurred by the State under this provision.

4. Termination of this Agreement

This Agreement shall remain in effect until the Project is completed and accepted by the State, unless:

- A. The Agreement is terminated in writing with the mutual consent of the parties;
- B. The State terminates the Agreement in writing due to the Local Government's failure to comply with paragraphs 3.F or 3.G; or
- C. The Agreement is terminated by one party because of a breach, in which case any cost incurred because of the breach shall be paid by the breaching party.

5. Amendments

Amendments to this Agreement due to changes in the character of the work, terms of the Agreement, or responsibilities of the parties relating to the Project may be enacted through a mutually agreed upon, written amendment. Amendments may not include the addition of State or Federal funds. If any funds other than Local Government funds are proposed, this Agreement must be terminated and a new agreement with appropriate terms and clauses executed in its place.

6. Remedies

This Agreement shall not be considered as specifying the exclusive remedy for any Agreement default, but all remedies existing at law and in equity may be availed of by either party to this Agreement and shall be cumulative.

7. Architectural and Engineering Services

The Local Government has responsibility for the performance of architectural and engineering services. The engineering plans shall be developed in accordance with the applicable *State's Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges* and the special specifications and special provisions related to it. The Project design shall, at a minimum conform to applicable State manuals.

The State shall review the plans, specifications, and estimates provided by the Local Government upon completion or at any time deemed necessary by the State. Should the State determine that the complete plans, specifications, and estimates for the Project are not acceptable, the Local Government shall correct the design documents to the State's satisfaction. Should additional specifications or data be required by the State, the Local Government shall redesign the plans and specifications to the State's satisfaction. The costs for additional work on the plans, specifications, and estimates shall be borne by the Local Government.

8. Environmental Assessment and Mitigation

Development of a transportation project must comply with applicable environmental laws. The Local Government is responsible for:

CSJ #	
District #	HOU - 12
Code Chart 64 #	03150
Project Name	SPUR 330 (Decker Dr)

- A. The identification and assessment of any environmental problems associated with the development of the Project governed by this Agreement.
- B. The cost of any environmental problem's mitigation and remediation.
- C. Providing any public meetings or public hearings required for development of all required environmental documents and obtaining all required permits and approvals.
- D. The preparation of documents required for the environmental clearance of the Project.

Before the advertisement for bids, the Local Government shall provide to the State written documentation from the appropriate regulatory agency or agencies that all environmental clearances and approvals have been obtained.

9. Right of Way and Real Property

The Local Government shall acquire all required right of way and necessary right of entry for performance of the Project in accordance with applicable requirements of the Texas Department of Transportation Right of Way Manual, State law, and Federal law governing the acquisition of real property including but not limited to Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C.A. Section 4601 et seq. Right of way acquired for improvements to the state highway system shall be acquired in the name of the State. Local Government shall provide right of entry to State personnel and its authorized representatives to areas off the state highway system throughout the duration of the Project for the State to perform inspection and oversight of the Project.

10. Utilities

The Local Government shall be responsible for the adjustment, removal, or relocation of utility facilities for the Project in accordance with applicable State and Federal laws, regulations, rules, policies, and procedures, including any cost to the State of a delay resulting from the Local Government's failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. The Local Government will not be reimbursed for the cost of required utility work. The Local Government must obtain advance approval for any variance from established procedures.

11. Compliance with Texas Accessibility Standards and ADA

Local Government shall ensure that the plans for and the construction of the Project are in compliance with standards issued or approved by the Texas Department of Licensing and Regulation (TDLR) as meeting or consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

12. Construction Responsibilities

- A. The Local Government shall advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of the Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders that may become necessary subsequent to the award of the construction contract. Project plans and specifications for improvements on the state highway system must be approved by the State prior to advertising for construction. Upon selection of a contractor and prior to commencing construction

CSJ #	
District #	HOU - 12
Code Chart 64 #	03150
Project Name	SPUR 330 (Decker Dr)

within the state highway system right of way, the Local Government shall request and obtain written authorization to commence construction of the Project from the State. The Local Government will supervise and inspect all work performed hereunder and provide such engineering inspection and testing services as may be required to ensure that the construction is accomplished in accordance with the approved plans and specifications. All construction change orders impacting the proposed improvements, traffic control, environmental mitigation, or drainage on the state highway system require written pre-approval by the State prior to execution by the Local Government.

- B. Upon completion of the Project, the Local Government will issue and sign a "Notification of Completion" acknowledging the Project's construction completion. A copy will be provided to the State prior to State's final acceptance of the improvements.
- C. Prior to the State's acceptance of the improvements on the state highway system, Local Government shall furnish to the State written certification from a Texas Registered Professional Engineer that the Project was constructed in substantial compliance with the Project's plans, specifications, and quality assurance requirements.

13. Project Maintenance

After Local Government completion of the work and acceptance by the State, the State will be responsible for maintenance of the improvements within the state highway system right of way outside the boundaries of an incorporated city. This obligation may be fulfilled through other agreements signed by the State.

14. Notices

All notices to either party shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to that party at the following address:

Local Government	State
Juan Macias, P.E., C.F.M. Project Manager City of Baytown 2123 Market Street Baytown, TX 77522	Director of Contract Services Texas Department of Transportation 125 E. 11 th Street Austin, Texas 78701

All notices shall be deemed given on the date delivered in person or deposited in the mail, unless otherwise provided by this Agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.

15. Legal Construction

If one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and this Agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

CSJ #	
District #	HOU - 12
Code Chart 64 #	03150
Project Name	SPUR 330 (Decker Dr)

16. Responsibilities of the Parties

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party, and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

17. Ownership of Documents

Upon completion or termination of this Agreement, copies of all documents and data prepared under this Agreement by the Local Government for improvements within the state highway system right of way shall be provided to the State prior to State acceptance of the Project without restriction or limitation on their further use. The originals shall remain the property of the Local Government. At the request of the State, the Local Government shall submit any Project information required by the State in the format directed by the State.

18. Compliance with Laws

The parties shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this Agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.

19. Sole Agreement

This Agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the Agreement's subject matter.

20. Inspection of Books and Records

The parties to this Agreement shall maintain all books, documents, papers, accounting records, and other documentation relating to costs incurred and engineering inspection and testing services performed under this Agreement and shall make such materials available to the State and the Local Government or their duly authorized representatives for review and inspection at its office during the Agreement period and for seven (7) years from the date of completion of work defined under this Agreement or until any impending litigation or claims are resolved. Additionally, the State and the Local Government and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

21. Insurance

Before beginning work on the state highway system, the Local Government or its contractor performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on state right of way. Self-insurance documentation acceptable to the State may be substituted for all or part of the coverage's required for the Local Government. This coverage shall be maintained until all work on the state right of way is complete. If coverage is not maintained, all work on state right of way shall cease immediately, and the State may recover damages and all costs of completing the work.

CSJ #	
District #	HOU - 12
Code Chart 64 #	03150
Project Name	SPUR 330 (Decker Dr)

22. Pertinent Non-Discrimination Authorities

During the performance of this Agreement, the Local Government, for itself, its assignees, and successors in interest agree to comply with all applicable Federal and State nondiscrimination statutes and authorities.

23. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this Agreement on behalf of the entity represented.

Each party is signing this agreement on the date stated under that party's signature.

THE STATE OF TEXAS

THE LOCAL GOVERNMENT

Signature

Signature

Kenneth Stewart

Typed or Printed Name

Typed or Printed Name

Director of Contract Services

Typed or Printed Title

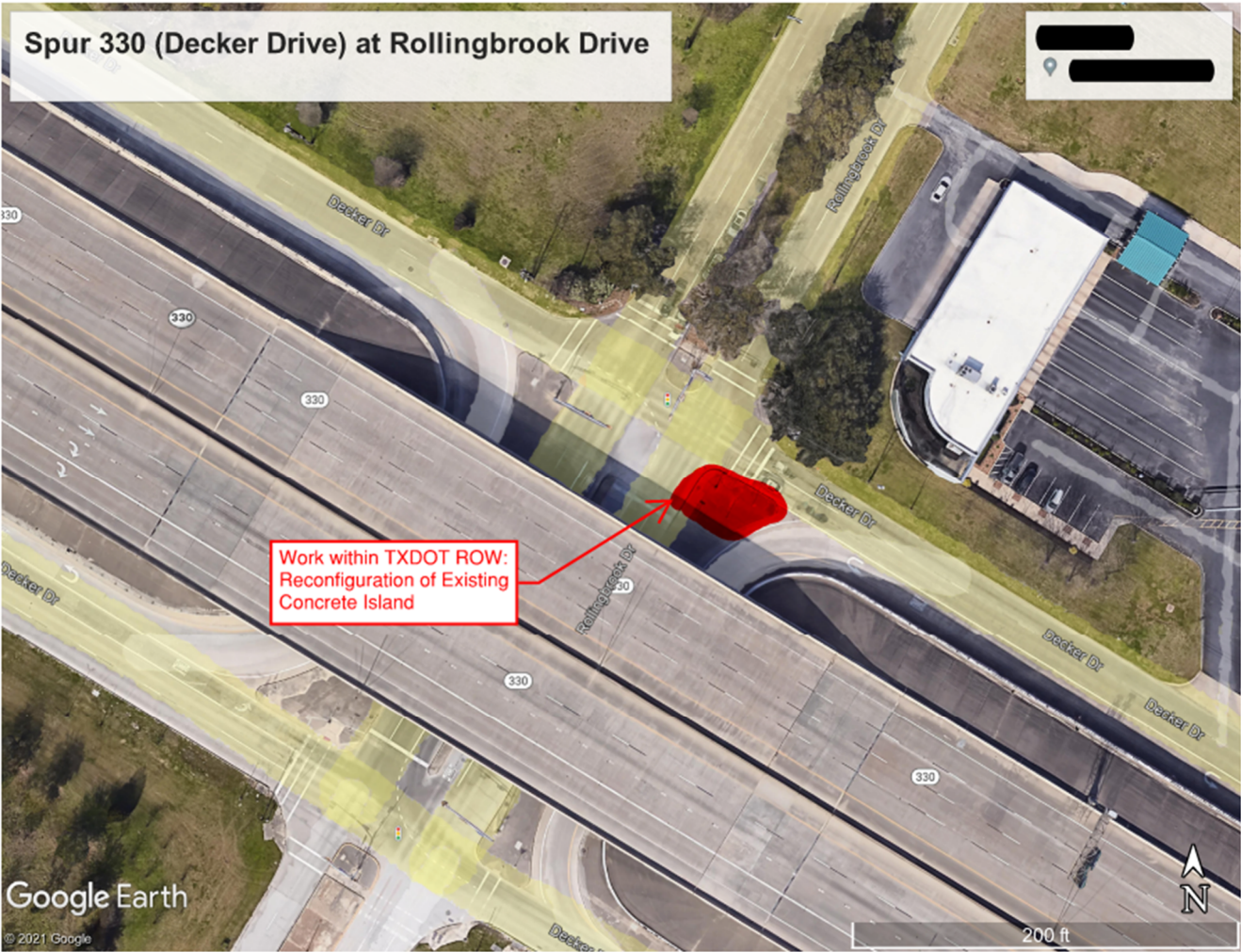
Typed or Printed Title

Date

Date

CSJ #	
District #	HOU - 12
Code Chart 64 #	03150
Project Name	SPUR 330 (Decker Dr)

ATTACHMENT B
PROJECT LOCATION MAP



CSJ #	
District #	HOU-12
Code Chart 64 #	03150
Project Name	SPUR 330 (Decker Dr)

ATTACHMENT C
LOCAL ON-SYSTEM IMPROVEMENT PROJECT BUDGET
(Locally Funded and Performed Project)

The Local Government is responsible for 100% of the costs allocated to it as described below, including overruns.

Description	Estimated Costs	Subtotals
PROJECT PHASES: Work performed by the Local Government or its Consultant or Contractor		
Environmental	\$	
Right of Way	\$	
Engineering	\$2,000.00	
Utility Work	\$	
Construction	\$20,000.00	
Subtotal for Project Phases		\$22,000.00
DIRECT STATE COSTS:	Paid By: <input checked="" type="checkbox"/> Local Government <input type="checkbox"/> State	
Environmental	\$	
Right of Way	\$	
Engineering	\$80.00	
Utility Work	\$	
Construction	\$800.00	
Subtotal for Direct State Costs		\$880.00
INDIRECT STATE COSTS:	Paid By: <input type="checkbox"/> Local Government <input checked="" type="checkbox"/> State	
Subtotal for Indirect State Costs		\$42.00
TOTAL ESTIMATED COST OF PROJECT		\$22,922.00

\$922.00	Fixed price amount of payment by the Local Government to the State for the State's direct and indirect costs as stated in Article 3, C and D of the Agreement.
-----------------	--



CITY COUNCIL MEETING

5. d.

Meeting Date: 02/24/2022

Subject: Consider an ordinance authorizing an amendment to the Agreement for Consulting Services to provide on-call engineering services.

Prepared for: Frank Simoneaux, Public Works/Engineering/BAWA

Prepared by: Erwin Burden, Public Works/Engineering/BAWA

Department: Public Works/Engineering/BAWA

Information

ITEM

Consider an ordinance authorizing an amendment to the Agreement for Consulting Services to provide on-call engineering services with Kimley-Horn and Associates, Inc., to assist the Public Works and Engineering Department with plan reviews and miscellaneous engineering services.

PREFACE

This proposed ordinance authorizes an amendment to the Agreement for Consulting Services with Kimley-Horn and Associates, Inc. (KHA), to assist the Public Works & Engineering Department with plan reviews and miscellaneous engineering services. The current agreement is not to exceed \$100,000. This amendment will add \$75,000 for a total not-to-exceed amount of \$175,000.

Fiscal Impact

Fiscal Year: 2022
Acct Code: 35102-74021-FA2212-74021
Source of Funds (Operating/Capital/Bonds): Capital
Funds Budgeted Y/N: n
Amount Needed: \$75,000
Fiscal Impact (Additional Information):

Attachments

Ordinance - First Amended Consulting Services Agreement
Exhibit A - First Amendment to Agreement
Consulting Agreement
Ordinance No. 14,898
Indebtedness Certification

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING AND DIRECTING THE CITY MANAGER TO EXECUTE AND THE CITY CLERK TO ATTEST TO THE FIRST AMENDMENT TO THE CONSULTING SERVICES AGREEMENT WITH KIMLEY-HORN AND ASSOCIATES, INC., TO PROVIDE ON-CALL ENGINEERING SERVICES TO ASSIST WITH PLAN REVIEWS AND MISCELLANEOUS ENGINEERING SERVICES; AUTHORIZING PAYMENT BY THE CITY OF BAYTOWN IN AN AMOUNT NOT TO EXCEED SEVENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$75,000.00); AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS:

Section 1: That the City Council of the City of Baytown, Texas, hereby authorizes and directs the City Manager to execute and the City Clerk to attest to the First Amendment to the Consulting Services Agreement with Kimley-Horn and Associates, Inc., to provide on-call engineering services to assist with plan reviews and miscellaneous engineering services. A copy of the amendment is attached hereto, marked Exhibit "A," and made a part hereof for all intents and purposes.

Section 2: That the City Council of the City of Baytown authorizes payment to Kimley-Horn and Associates, Inc., in an amount not to exceed SEVENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$75,000.00) for professional engineering services in accordance with the amendment authorized in Section 1 hereinabove.

Section 3: This ordinance shall take effect immediately from and after its passage by the City Council of the City of Baytown.

INTRODUCED, READ, and PASSED by the affirmative vote of the City Council of the City of Baytown this the 24th day of February, 2022.

BRANDON CAPETILLO, Mayor

ATTEST:

ANGELA JACKSON, City Clerk

APPROVED AS TO FORM:

TREVOR FANNING, Interim City Attorney



EXHIBIT "A"

CITY OF BAYTOWN
PUBLIC WORKS & ENGINEERING
2123 Market St.
Baytown, Texas 77520

Contract Amendment 1 On-Call Service Contract

Date of Issuance: 2/24/2022
Construction Manager: Kimley Horn
Designer: NA

Amendment: 1
CoB Project No.:
P.O. No.: 2200504

Explanation:

Contract amendment is prepared for additional on-call services for the scope of services in Exhibit A for providing civil engineering plan review and related services.

Description of Work

1 On-Call Task Order Engineering Plan

<u>Cost</u>	<u>Time</u>
\$ 75,000.00	0 Days
	0 Days
	0 Days
\$ -	Days
\$ -	Days

Please attach back-up documentation

Cost & Time Change Summary

Original Contract:
Previous Change Order(s):
Contract prior to this change order:
Net increase (decrease) from this change order
Revised Contract:

<u>Cost</u>	<u>Time</u>
\$ 100,000.00	0 Days
\$ -	Days
\$ -	Days
\$ 75,000.00	0 Days
\$ 175,000.00	0 Days

Finance Approval: _____ Date: _____

RECOMMENDED:

By: [Signature] Date: 02-16-2022
Design Engineer

RECOMMENDED:

By: _____ Date: _____
Director of Public Works & Engineering

ACCEPTED*:

By: _____ Date: _____
Contractor

APPROVED:

By: _____ Date: _____
City Manager

*Contractor agrees to perform change(s) included in this Change Order for the price and time indicated. The prices for changes included all costs associated with this Change Order.

No work is to be done until this change order is executed. No payment to the Contractor (or Consultant) shall be made for work included in the change order until the Contractor's pay estimate is updated.

Revise the project plans and specifications as referenced and insofar as the original project drawings and specifications are inconsistent, this Change Order governs. Upon execution by all parties, the following changes identified for the contract value and/or contract time shown, are made part of the contract.



February 3, 2022

Mr. Frank Simoneaux, P.E.
Director of Public Works and Engineering
City of Baytown
2123 Market Street
Baytown, TX 77520

RE: *Amendment No. 1 - Professional Services Agreement City of Baytown – On-Call Civil Engineering Review and Related Services Agreement*

Dear Mr. Simoneaux:

Kimley-Horn and Associates, Inc. ("Consultant") is pleased to submit this proposal to the City of Baytown ("City") for providing Amendment No 1 for the scope of services in Exhibit A for providing civil engineering plan review and related services. Amendment No 1 will add an additional \$75,000 on an on-call basis to the original agreement dated October 15, 2021, bringing the total for a total hourly not to exceed fee of \$175,000.

Understandings and assumptions which this Agreement is based on include:

- The Consultant and the City mutually agree to not recruit each other's employees.
- The City agrees that in order to prevent a potential conflict of interest, real or perceived, the Consultant shall not perform services for the City relating to projects where the Consultant is a party thereto.
- This Agreement does not restrict the Consultant from providing professional engineering services to private developers working on development projects in the City.
- It is understood that this on-call is intended to be temporary to assist the City in reducing the backlog of outstanding development plans and potentially providing additional engineering services on an "as-needed" basis.

We appreciate the opportunity to continue to serve the City of Baytown. If you have any questions or need additional information regarding this proposal, please contact me.

KIMLEY-HORN AND ASSOCIATES, INC.

Sincerely,

A handwritten signature in blue ink that reads "Connie Curtis".

Connie Curtis, P.E

Vice President/Project Manager

A handwritten signature in blue ink that reads "Aaron K. Radar, P.E.".

Aaron K. Radar, P.E.

Vice President

Attachments:

Exhibit A – Scope of Services

Exhibit B – Fee Summary and Hourly Rate Schedule

Exhibit C – Schedule

EXHIBIT A – SCOPE OF SERVICES

PROJECT BACKGROUND

This proposal is based on our understanding of the City's need for assistance with the review of development plans submitted to the City by private developers and other miscellaneous engineering support which may include, but not be limited to ad-hoc analysis such as traffic, drainage, grading calculation, or ad-hoc minor site-specific design. Level of effort shall first be agreed upon by the Consultant and the City prior to undertaking such miscellaneous engineering. The Consultant will provide on-call engineering services to be an extension of the City's staff for the purposes of providing development review assistance and engineering services on an "as-needed" basis as directed by the City of Baytown as a complement to the efforts of City staff.

The Consultant will provide on-call engineering services for the City. The work the City may request of the Consultant as part of this agreement may include but are not limited to the following:

- **Professional Engineering Representative:**

These Services will include representing the City as its professional engineer as requested by the City. Services may include meetings with developers to discuss preliminary development plans or meeting with State or Federal regulatory agencies to discuss items relevant to the City.

- **Review of Development Site Plans, Infrastructure Plans, Construction Plans and Construction Specifications:**

These services will include reviewing development site plans, infrastructure plans, construction plans, and construction specifications for conformance with the City's Development Rules and Regulations. Other services related to these may include coordination with Developer and Developer's Engineer. Upon completion of the review, Consultant will provide the City with a letter outlining the review comments associated with the development. The Consultant's limited evaluation may not disclose all errors or defects that might be in the plans, but is intended merely to provide the City with a greater degree of confidence that the plans have been prepared in accordance with applicable professional standards of care. By conducting this limited evaluation, the Consultant is not assuming responsibility for the content and accuracy of the plans, and the Client acknowledges that it will not attempt to hold the Consultant liable for any defects that may exist in the plans.

The employee of the Consultant will perform tasks as directed by and as a supplement to the City's staff. The City's staff will be responsible for utilizing the Consultant's employee to perform such tasks that would be typical of an employee of the City with similar experience. As such, the Consultant shall be entitled to all defenses and immunities that are, or would be, available to the City. Such tasks may include, but may not be limited to, attending project meetings, project plan review, project coordination, etc.

- **Miscellaneous Engineering Services:**

The Consultant will provide engineering services as requested by the City. Work Orders for Engineering Services are anticipated to be issued services as follows:

- Obtain written approval from the City of Baytown to complete the scoped work for the agreed not-to-exceed fee. As tasks are added or expanded, provide new or amended scope.
- Support services such as survey and data collection if needed will be coordinated by the Consultant but contracted directly with the City of Baytown.

- Miscellaneous engineering shall be developed as a Technical Memorandum or Plan sheet as appropriate, unless specific request is made for another format. It will be signed and sealed by a professional engineer.
- The Consultant will provide the number of hours spent versus the agreed upon budget for a given task as an attachment to each invoice. It is not a separate contract and will be billed under the on-call with the rates shown in Exhibit B.

Additional Services

Any services beyond the Scope of Services not specifically described in the scope shall be considered additional services. The Consultant can provide additional services, if needed, upon the City's issuance of a written change in scope. Any additional amounts paid to the Consultant as a result of the material change to the Scope of the Project shall be agreed upon in writing by both parties before the services are performed.

EXHIBIT B – Fee Summary and Hourly Rate Schedule

Kimley-Horn proposes to perform the on-call engineering services described in Exhibit A for an additional hourly, not-to-exceed basis, of \$75,000 for a total not-to-exceed fee of \$175,000.

Direct reimbursable expenses such as express delivery services, fees, air travel, and other direct expenses will be billed at cost. A percentage of labor fee will be added to each invoice to cover certain other expenses such as telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Administrative time related to the project will be billed hourly.

Kimley-Horn will perform these services based on the hourly rate schedule below. Payment will be due within 30 days of your receipt of the invoice.

Kimley-Horn and Associates, Inc.

Standard Rate Schedule

(Hourly Rate)

Analyst	\$120 - \$200
Professional	\$180 - \$230
Senior Professional I	\$220 - \$285
Senior Professional II	\$265 - \$300
Senior Technical Support	\$145 - \$210
Support Staff	\$90 - \$130
Technical Support	\$90 - \$135

Effective through September 30, 2022

Subject to periodic adjustment thereafter

EXHIBIT C – SCHEDULE

Kimley-Horn will provide our services as expeditiously as practicable with the goal of meeting a mutually agreed upon schedule as dictated by the nature of the work requested by the City.

Times for performance shall be extended as necessary for delays due to circumstances that Kimley-Horn does not control. Kimley-Horn shall not be liable for or be deemed in breach because of delays caused by any factor outside of its reasonable control.



CITY OF BAYTOWN

OFFICE OF THE CITY CLERK

2401 Market Street
P.O. Box 424
Baytown, Texas 77522-0424
(281) 420-6504

October 19, 2021

by email: connie.curtis@kimley-horn.com

Ref: *Agreement for Consulting Services*

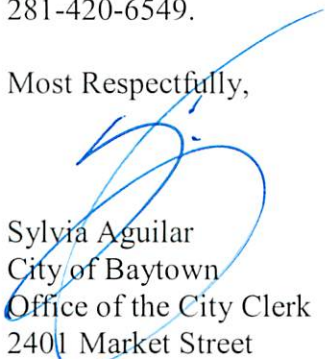
Dear Ms. Curtis:

The attachment is copy of the above noted Agreement having been signed by all agents/representatives for and on behalf of the City of Baytown dated October 15 2021.

This Agreement having been attached and marked as Exhibit "A" pursuant to City of Baytown Ordinance No. 14,898 dated October 14, 2021, as it pertains to On-Call engineering services in assisting the Public Works and Engineering Department with plan reviews and miscellaneous engineering services.

Should you require anything further, do not hesitate in contacting our PW/ENG/BAWA Department to 281-420-6549.

Most Respectfully,


Sylvia Aguilar
City of Baytown
Office of the City Clerk
2401 Market Street
Baytown, TX 77520
sylvia.aguilar@baytown.org

Enclosure

cc: Legal Department
PW/ENG/BAWA Dept.

AGREEMENT FOR CONSULTING SERVICES

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This Agreement (this "Agreement") entered into by and between Kimley-Horn and Associates, Inc. (hereinafter "Consultant") and the City of Baytown, a home-rule municipality located in Harris and Chambers Counties, Texas (the "City").

1. Scope of Services/Consultant Fees

This Agreement authorizes Consultant to perform professional engineering services for On-Call task order engineering plan review and related services (the "Work") for and on behalf of the City. The scope of the Work is detailed in Exhibit "A." The compensation and professional fees for Consultant and its subconsultants is more particularly described in Exhibit "B" and shall not exceed ONE HUNDRED THOUSAND AND 00/100 DOLLARS (\$100,000.00). The time schedules for the Work are specified in Exhibit "C." Each of these Exhibits "A" through "C" are incorporated into this Agreement by reference for all purposes.

2. Compensation and Professional Fees

- a. The City shall pay Consultant in installments based upon monthly progress reports and detailed invoices submitted by the Consultant based upon the following:

1. Design Phase Services (Not-to-Exceed)	\$100,000.00
2. Bid Phase Services (Hourly Not to Exceed)	\$0.00
3. Construction Phase Services (Hourly Not to Exceed)	\$0.00
4. Additional Services (Lump Sum)	\$0.00
(These services require independent and specific advance, written authorization)	
5. Reimbursable Expenses (Not to Exceed)	\$0.00
6. Total	\$100,000.00

- b. For an agreed contract amount identified as "Lump Sum," "Not to Exceed" and "Reimbursable," Consultant shall not exceed the fixed contractual amount without written authorization in the form of a Contract amendment.

- c. Reimbursable Expenses, as shown in Exhibit "B" are itemized by work category. Reimbursable Expenses shall be invoiced AT COST, without subsequent markup by Consultant. All invoices containing a request for Reimbursable Expenses shall include copies of the original expense receipts itemized per allowable category.

- (1) Allowable reimbursable Expenses include:
- (a) Hard copy reproductions, copies, and/or binding costs;
 - (b) Postage;

- (c) Mileage, for travel from Consultant's local office (within a 25-mile radius) to meetings the City or job-site. Mileage shall be charged at the current IRS rates;
 - (d) Travel Expenses, mileage from local office to State or federal regulatory agency office beyond 100miles; and
 - (e) Lodging expenses for destinations beyond 100 miles from Consultant's local office AND (i) when business hours exceed eight hours within one business day or (ii) when Consultant's services require more than one eight-hour day at the destination; provided such expenses has been approved in writing by the City.
- (2) Disallowed Expenses include travel expenses for professional expertise traveling into the Greater Houston Area from Consultant's office outside the Greater Houston Area.
- d. Consultant shall invoice based upon total services actually completed during the applicable month. Invoices and all required or requested backup information shall be tendered no more often than once a month. Consultant shall not invoice the City for services or expenses that were incurred more than sixty (60) days before the date of the invoice. Failure to timely invoice the City for services or expenses shall result in Consultant's invoice being denied.
- e. In the event of a disputed or contested invoice, the City may withhold from payment that portion so disputed or contested, and the undisputed portion will be paid.

3. Personnel of Consultant

- a. **Consultant's Project Manager**
Consultant shall designate Constance Curtis, P.E., to serve as Project Manager for the Work performed under this Agreement. Any change of Project Manager shall require thirty days' advance written approval from the City's Representative.
- b. **Licensed and Registered Architects/Engineers**
Consultant shall keep a full-time registered architects and/or engineers licensed in the State of Texas on staff and assigned to the Work for the duration of its performance of the Work.
- c. **Data on Consultant's Employees**
Prior to commencement of the Work, Consultant shall forward to the City a detailed resume of the personnel that will be assigned to the Work. Such personnel shall include, but not be limited to, architects and/or engineers as applicable.

- d. **Rejection of Consultant's Employees**
The City reserves the right to approve or reject from the Work any employees of Consultant.

4. Designation and Duties of the City's Representative

- a. The City's Director of Public Works and Engineering or his designee shall act as the City's Representative.
- b. The City's Representative shall use his best efforts to provide nonconfidential City records for Consultant's usage on the Work and to provide access to City's property and easements. However, the City does not guarantee the accuracy or correctness of the documents so provided. Notwithstanding the foregoing, Professional shall be entitled to use and rely upon information provided by the City in performing the services required under this Agreement only to the extent and level specified by the City in writing for each document provided. Nothing contained herein shall be construed to require the City to provide such records in any certain format. The format in which the existing data and documentation will be provided shall be at the sole discretion of the City.

5. Standards of Performance

- a. Consultant shall perform all services under this Agreement with the care and skill ordinarily used by members of Consultant's profession practicing under the same or similar circumstances, time and locality. Opinion of probable cost shall be based upon the Consultant's experience and represents its professional judgment as an experienced and qualified professional. Each submittal of opinion of probable cost shall be commensurate with the project design.

Consultant shall be responsible for the technical accuracy of its services and documents resulting therefrom, and the City shall not be responsible for discovering deficiencies therein. Consultant shall correct such deficiencies without additional compensation.

- b. **Codes and Standards**
 - (1) All references to codes, standards, environmental regulations and/or material specifications shall be to the latest revision, including all effective supplements or addenda thereto, as of the date that the order for any necessary equipment is made by the City or that the construction specified is bid by the City.
 - (2) If any such equipment is specially manufactured, it shall be identified to the City, and the Contractor and the Seller shall present sufficient data to the City to support the design and the suitability of the equipment.

- (3) All materials specified on any City project shall be in accordance with City, ASTM, ACI, and AASHTO specifications, and with other recognized standards. Proprietary material or other materials for which no generally recognized standards exist may be used provided there has been at least five years of proven experience in the field, and such satisfactory documentation has been approved by the City's Representative.
- (4) The Work shall be designed and furnished in accordance with the most current codes and/or standards adopted by city, state, or federal government or in general custom and usage by the profession and shall comply Texas Department of Licensing and Regulation's rules and regulations, including the Texas Accessibility Standards.
- (5) The codes and standards used in the profession set forth minimum requirements. These may be exceeded by the Contractor or Consultant if superior methods are available for successful operation of equipment and/or for the construction project on which the Work is performed. Any alternative codes or regulations used shall have requirements that are equivalent or better than those in the above listed codes and regulations. Consultant shall state the alternative codes and regulations used.
- (6) Consultant agrees the services it provides as an experienced and qualified architect/engineer will reflect the professional standards, procedures and performances common in the industry for this project. Consultant further agrees that any analysis, reports, preparation of drawings, the designation or selection of materials and equipment, the selection and supervision of personnel and the performance of other services under this contract will be pursuant to the standard of performance common in the profession.
- (7) Consultant shall promptly correct any defective analysis caused by Consultant at no cost to City. The City's approval, acceptance, use of or payment for all or any part of Consultant's services hereunder or of the Work itself shall in no way alter Consultant's obligations or the City's rights under this Agreement. As applicable, Consultant shall provide the City with record "as-built" drawings relating to the Work, in an electronic format that is acceptable to the City. City shall be in receipt of record drawings, if applicable, prior to final payment.
- (8) Consultant has no control over the cost of labor, materials, equipment or services furnished by others, other than its subconsultants. Data projections and estimates are based upon Consultant's opinion based on experience and judgment. Consultant cannot and does not guarantee that actual costs and/or quantities realized will vary from the data projections and estimates prepared by Consultant.

- (9) Consultant shall submit all final construction documents in both hard copy and electronic format. Plans shall be AutoCAD compatible and all other documents shall be Microsoft Office compatible. The software versions used shall be compatible to current City standards. Other support documents for example structural calculations, drainage reports and geotechnical reports, shall be submitted in hard copy only. All Record Drawings electronic files shall be submitted to the City in PDF/TIF format.

6. Schedule

Consultant shall not proceed with the Work or any stage thereof until written notice to proceed is provided by the City's Representative. Consultant's obligation to render services specified in Exhibit B will be for the entire period necessary for the final completion of the construction of the Work. If the Consultant contributes to any delay in the schedule, Consultant will have no right to seek and shall not be entitled to any additional compensation.

7. Instruments of Service

Upon execution of this Agreement, Consultant grants to the City an ownership interest in the Instruments of Service. Consultant shall obtain similar interests from the City and Consultant's consultants consistent with this Agreement. As noted in Articles 5 & 11, Consultant shall be required to tender to City all Instruments of Service. With such ownership interest, it is expressly understood by the parties hereto that the City may use the Instruments of Service for any purposes which the City sees fit, including, but not limited to, subsequent construction, reconstruction, alteration, and/or repairs of the Project. As a condition to the City's use of the Instruments of Service, the City hereby expressly agrees to remove Consultant's name and all references to Consultant and its consultants from the Documents. Provided that this Agreement is not terminated for cause by the City, the City shall release any and all claims which the City could make arising out of or in connection with any reuse of the documents by the City.

8. Insurance

Consultant shall procure and maintain at its sole cost and expense for the duration of the Agreement, insurance against claims for injuries to person or damages to property which may arise from or in connection with the performance of the Work hereunder by Consultant, its agents, representatives, volunteers, employees or subconsultants.

- a. Consultant's insurance coverage shall be primary insurance with respect to the City, its officials, employees and agents. Any insurance or self-insurance maintained by the City, its officials, employees or agents shall be considered in excess of Consultant's insurance and shall not contribute to it. Further, Consultant shall include all subconsultants, agents and assigns as additional insureds under its policy or shall furnish separate certificates and endorsements for each such person or entity. All coverages for subconsultants and assigns shall be subject to all of the requirements stated herein.

The following is a list of standard insurance policies along with their respective minimum coverage amounts required in this Agreement:

1. Commercial General Liability
 - General Aggregate: \$2,000,000
 - Products & Completed Operations Aggregate: \$2,000,000
 - Personal & Advertising Injury: \$1,000,000
 - Per Occurrence: \$1,000,000
 - Fire Damage \$500,000
 - Waiver of Subrogation required.
 - Coverage shall be broad form.
 - No coverage shall be deleted from standard policy without notification of individual exclusions being attached for review and acceptance.
2. Business Automobile Policy
 - Combined Single Limits: \$1,000,000
 - Coverage for "Any Auto"
 - Waiver of Subrogation required.
3. Errors and Omissions
 - Limit: \$1,000,000 for this project.
 - For all architects, engineers, and/or design companies
 - Claims-made form is acceptable
 - Coverage will be in force for one (1) year after completion of the Project.
4. Workers' Compensation
 - Statutory Limits
 - Employer's Liability \$500,000
 - Waiver of Subrogation required.

b. The following shall be applicable to all policies of insurance required herein.

1. Insurance carrier for all liability policies must have an A.M. Best Rating of A:VIII or better.
2. Only insurance carriers licensed and admitted to do business in the State of Texas will be accepted.
3. Liability policies must be on occurrence form. Errors and Omissions can be on claims-made form.
4. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled or reduced in coverage or in limits except after thirty (30) days' prior written notice by mail, return receipt requested, has been given to the City.

5. The City, its officers, agents and employees are to be added as Additional Insureds to all liability policies, with the exception of the Workers Compensation and Errors and Omissions Policies required herein.
6. Upon request and without cost to the City, certified copies of all insurance policies and/or certificates of insurance shall be furnished to the City.
7. Upon request and without cost to the City, loss runs (claims listing) of any and/or all insurance coverages shall be furnished to the City.
8. All insurance required herein shall be secured and maintained in a company or companies satisfactory to the City, and shall be carried in the name of Consultant. Consultant shall provide copies of insurance policies and endorsements required hereunder to the City on or before the effective date of this Agreement.

9. **Indemnification and Release**

CONSULTANT AGREES TO AND SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND THE CITY, ITS OFFICERS, AGENTS, AND EMPLOYEES (HEREINAFTER REFERRED TO AS THE "CITY") FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS AND LIABILITY OF EVERY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES, FOR INJURY TO OR DEATH OF ANY PERSON, FOR DAMAGE TO ANY PROPERTY OR FOR ANY BREACH OF CONTRACT TO THE EXTENT ARISING OUT OF OR IN CONNECTION WITH AN ACT OF NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY THE PROFESSIONAL OR THE CONSULTANT'S AGENT, CONSULTANT UNDER CONTRACT, OR ANOTHER ENTITY OVER WHICH THE CONSULTANT EXERCISES CONTROL (COLLECTIVELY CONSULTANT'S PARTIES). IT IS THE EXPRESSED INTENTION OF THE PARTIES HERETO, BOTH CONSULTANT AND THE CITY, THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH IS INDEMNITY BY CONSULTANT TO INDEMNIFY AND PROTECT THE CITY FROM THE CONSEQUENCES OF CONSULTANT'S PARTIES' OWN WILLFUL MISCONDUCT, JOINT OR SOLE NEGLIGENCE AS WELL AS THE CONSULTANT'S PARTIES' INTENTIONAL

TORTS, INTELLECTUAL PROPERTY INFRINGEMENTS, AND FAILURES TO MAKE PAYMENTS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT. SUCH INDEMNITY SHALL NOT APPLY, HOWEVER, TO LIABILITY ARISING FROM THE PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE OF PERSONS THAT IS CAUSED BY OR RESULTS FROM THE NEGLIGENCE OF ANY PERSON OTHER THAN THE CONSULTANT'S PARTIES. IN THE EVENT THAT ANY ACTION OR PROCEEDING IS BROUGHT AGAINST THE CITY FROM WHICH THE CITY IS INDEMNIFIED, CONSULTANT FURTHER AGREES AND COVENANTS TO DEFEND THE ACTION OR PROCEEDING BY LEGAL COUNSEL ACCEPTABLE TO THE CITY. THE INDEMNITY PROVIDED HEREINABOVE SHALL SURVIVE THE TERMINATION AND/OR EXPIRATION OF THIS AGREEMENT.

By this Agreement, the City does not consent to litigation or suit, and the City hereby expressly revokes any consent to litigation that it may have granted by the terms of this Contract or any other contract or agreement, any charter, or applicable state law. Nothing herein shall be construed so as to limit or waive the City's sovereign immunity. Consultant assumes full responsibility for its services performed hereunder and hereby releases, relinquishes and discharges the City, its officers, agents, and employees from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to or death of any person (whether they be either of the parties hereto, their employees, or other third parties) and any loss of or damage to property (whether the property be that of either of the parties hereto, their employees, or other third parties) that is caused by or alleged to be caused by, arising out of, or in connection with Consultant's services to be performed hereunder. This release shall apply with respect to Consultant's services regardless of whether said claims, demands, and causes of action are covered in whole or in part by insurance.

10. Subcontractors and Subconsultants

Consultant shall receive written approval of the City's Representative prior to the use of any subcontractors or subconsultants. A copy of all proposed contracts with subconsultants and/or subcontractors shall be given to the City before execution of such contracts.

11. Termination of Consultant

The City, besides all other rights or remedies it may have, shall have the right to terminate this Agreement without cause upon written notice from the City Manager to Consultant of the City's election to do so. Furthermore, the City may immediately and without notice terminate this Agreement if Consultant breaches this Agreement. A breach of this Agreement shall include, but not be limited to, the following:

- (a) failing to pay insurance premiums, liens, claims or other charges;
- (b) failing to pay any payments due the city, state, or federal government from Consultant or its principals, including, but not limited to, any taxes, fees, assessments, liens, or any payments identified in this Agreement;
- (c) the institution of voluntary or involuntary bankruptcy proceeding against Consultant;
- (d) the dissolution of Consultant;
- (e) refusing or failing to prosecute the Work or any separable part, with the diligence that will ensure its completion within the time specified in this Agreement;
- (f) failing to complete Work within the time period specified in this Agreement; and/or
- (g) the violation of any provision of this Agreement.

Upon delivery of any notice of termination required herein, Consultant shall discontinue all services in connection with the performance of the Agreement. Within ten (10) days after receipt of the notice of termination, Consultant shall submit a final statement showing in detail the services satisfactorily performed and accepted and all other appropriate documentation required herein for payment of services. At the same time that the final statement is tendered to the City, Consultant shall also tender to the City's Representative all of Consultant's instruments of service, including all drawings, special provisions, field survey notes, reports, estimates, and any and all other documents or work project generated by Consultant under this Agreement, whether complete or not, in an acceptable form and format together with all unused materials supplied by the City. No final payment will be made until all such instruments of service and materials supplied are so tendered.

If this Agreement is terminated for cause, Consultant shall be liable for any damage to the City resulting therefrom. This liability includes any increased costs incurred by the City in completing Consultant's services. The rights and remedies of the City in this section are in addition to any other rights and remedies provided by law or under this Agreement.

12. Records

Within ten days of the City's request and at no cost to the City, the City will be entitled to review and receive a copy of all documents that indicate work on the Project that is subject to this Agreement.

13. Supervision of Consultant

Consultant is an independent contractor and the City neither reserves nor possesses any right to control the details of the Work performed by Consultant under the terms of this Agreement.

14. Billing

The City shall have thirty (30) days to pay Consultant's invoices from the date of receipt of such invoices and necessary backup information. All invoices must identify with specificity the work or services performed and the date(s) of such work or services. In the event of a disputed or contested invoice, the parties understand and agree that the City may withhold the portion so contested, but the undisputed portion will be paid. Consultant shall invoice the City for work

performed no more than once a month and may not invoice the City for work not performed. Invoices shall be received by the City no later than sixty calendar (60) days from the date Consultant and/or its subconsultants perform the services or incur the expense. Failure by Consultant to comply with this requirement shall result in Consultant's invoice being denied and the City being relieved from any liability for payment of the late invoice.

15. Indebtedness.

If Consultant, at any time during the term of this Agreement, incurs a debt, as the word is defined in section 2-662 of the Code of Ordinances of the City of Baytown, it shall immediately notify the City's Director of Finance in writing. If the City's Director of Finance becomes aware that Consultant has incurred a debt, the City's Director of Finance shall immediately notify Consultant in writing. If Consultant does not pay the debt within 30 days of either such notification, the City's Director of Finance may deduct funds in an amount equal to the debt from any payments owed to Consultant under this Agreement, and Consultant waives any recourse therefor.

16. No Boycott Israel.

Consultant agrees that it will not boycott Israel during the term of this Agreement. As used in this section, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

17. Reputation in the Community

Consultant shall retain a high reputation in the community for providing professional architectural/engineering services. Consultant shall forward a copy of any current petition or complaint in any court of law which (a) asserts a claim for \$50,000 or more for errors or omissions in providing architectural/engineering services and/or (b) seeks to deny Consultant the right to practice architecture/engineering or to perform any other services in the state of Texas.

18. Payroll and Basic Records

- a. Consultant shall maintain payrolls and basic payroll records during the course of the work performed under this Agreement and shall preserve them for a period of three years from the completion of the work called for under this Agreement for all personnel working on such work. Such records shall contain the name and address of each such employee, social security number, correct classification, hourly rates of wages paid, daily and weekly number of hours worked, deductions made and actual wages paid.
- b. Consultant shall make the records required to be maintained under the preceding subsection (a) of this section available at no cost to the City for inspection, copying or transcription or its authorized representatives within fifteen days of the City's request therefor. Consultant shall permit such representatives to interview Consultant's employees during working hours on the job.

19. Governing Law

This Agreement has been made under and shall be governed by the laws of the state of Texas. The parties further agree that performance and all matters related thereto shall be in Harris County, Texas.

20. Notices

Unless otherwise provided in this Agreement, any notice provided for or permitted to be given must be in writing and delivered in person or by depositing same in the United States mail, postpaid and registered or certified, and addressed to the party to be notified, with return receipt requested, or by delivering the same to an officer of such party. Notice deposited in the mail as described above shall be conclusively deemed to be effective, unless otherwise stated in this Agreement, from and after the expiration of three (3) days after it is so deposited.

For the purpose of notice, the addresses of the parties shall be as follows unless properly changed as provided for herein below:

For the City:

CITY OF BAYTOWN
Attn: City Manager
P. O. Box 424
Baytown, Texas 77522-0424

For Consultant:

Kimley-Horn and Associates, Inc.
Attn: Constance Curtis
11700 Katy Freeway, Ste 800
Houston, TX 77079

Each party shall have the right from time to time at any time to change its respective address and each shall have the right to specify a new address, provided that at least fifteen (15) days' written notice is given of such new address to the other party.

21. No Third-Party Beneficiary

This Agreement shall not bestow any rights upon any third party, but rather, shall bind and benefit Consultant and the City only. No person or entity not a signatory to this Agreement shall be entitled to rely on Professional's performance of its services hereunder, and no right to assert a claim against Professional by assignment of indemnity rights or otherwise shall accrue to a third party as a result of this Agreement or the performance of Professional's services hereunder.

22. No Right to Arbitration

Notwithstanding anything to the contrary contained in this Agreement, the City and Consultant hereby agree that no claim or dispute between the City and Consultant arising out of or relating to this Agreement shall be decided by any arbitration proceeding including, without limitation, any proceeding under the Federal Arbitration Act (9 U.S.C. Sections 1-14), or any applicable State arbitration statute, including, but not limited to, the Texas General Arbitration Act,

provided that in the event that the City is subjected to an arbitration proceeding notwithstanding this provision, Consultant consents to be joined in the arbitration proceeding if Consultant's presence is required or requested by the City of complete relief to be recorded in the arbitration proceeding.

23. Waiver

No waiver by either party to this Agreement of any term or condition of this Agreement shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.

24. Complete Agreement

This Agreement represents the entire and integrated agreement between the City and Consultant in regard to the subject matter hereof and supersedes all prior negotiations, representations or agreements, either whether written or oral, on the subject matter hereof. This Agreement may only be amended by written instrument approved and executed by both of the parties. The City and Consultant accept and agree to these terms.

25. No Assignment

Consultant may not sell or assign all or part interest in this Agreement to another party or parties without the prior express written approval of the City Manager of such sale or assignment. The City may require any records or financial statements necessary in its opinion to ensure such sale or assignment will be in the best interest of the City.

26. Headings

The headings used in this Agreement are for general reference only and do not have special significance.

27. Severability

All parties agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Agreement, which shall continue in full force and effect.

28. Ambiguities

In the event of any ambiguity in any of the terms of this Agreement, it shall not be construed for or against any party hereto on the basis that such party did or did not author the same.

29. Authority

The officers executing this Agreement on behalf of the parties hereby represent that such officers have full authority to execute this Agreement and to bind the party he/she represents.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in multiple copies, each of which shall be deemed to be an original, but all of which shall constitute but one and the same Agreement on the 15th day of October 20 21, the date of execution by the City Manager of the City of Baytown.

CITY OF BAYTOWN

A handwritten signature in blue ink, appearing to read 'R. Davis', is written over a horizontal line.

RICHARD L. DAVIS, City Manager

ATTEST:

Angela Jackson
ANGELA JACKSON, Interim City Clerk



APPROVED AS TO FORM:

Karen L. Horner
KAREN L. HORNER, City Attorney

CONSULTANT:

Kimley-Horn and Associates, Inc.
(Company Name)

Aaron K. Rader, P.E.
(Signature)

Aaron K. Rader, P.E.
(Printed Name)

Vice President October 1, 2021
(Title)

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

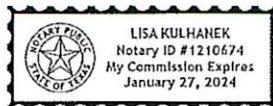
Before me on this day personally appeared Aaron K. Rader, P.E., in his/her capacity as Vice President of Kimley-Horn and Associates, Inc., on behalf of such corporation/ other,

- ☒ known to me;
☐ proved to me on the oath of _____; or
☐ proved to me through his/her current _____
{description of identification card or other document issued by the federal government or any state government that contains the photograph and signature of the acknowledging person}

(check one)

to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

SUBSCRIBED AND SWORN before me this 1st day of October, 2021.



Lisa KulhaneK
Notary Public in and for the State of Texas

\\COBFS01\\Legal\\Karen\\Files\\Engineering\\Engineering Agreements\\Forms 2020\\Agreement.

EXHIBIT A – SCOPE OF SERVICES

PROJECT BACKGROUND

This proposal is based on our understanding of the City's need for assistance with the review of development plans submitted to the City by private developers and other miscellaneous engineering support which may include, but not be limited to ad-hoc analysis such as traffic, drainage, grading calculation, or ad-hoc minor site-specific design. Level of effort shall first be agreed upon by the Consultant and the City prior to undertaking such miscellaneous engineering. The Consultant will provide on-call engineering services to be an extension of the City's staff for the purposes of providing development review assistance and engineering services on an "as-needed" basis as directed by the City of Baytown as a complement to the efforts of City staff.

The Consultant will provide on-call engineering services for the City. The work the City may request of the Consultant as part of this agreement may include but are not limited to the following:

- **Professional Engineering Representative:**
These Services will include representing the City as its professional engineer as requested by the City. Services may include meetings with developers to discuss preliminary development plans or meeting with State or Federal regulatory agencies to discuss items relevant to the City.
- **Review of Development Site Plans, Infrastructure Plans, Construction Plans and Construction Specifications:**
These services will include reviewing development site plans, infrastructure plans, construction plans, and construction specifications for conformance with the City's Development Rules and Regulations. Other services related to these may include coordination with Developer and Developer's Engineer. Upon completion of the review, Consultant will provide the City with a letter outlining the review comments associated with the development. The Consultant's limited evaluation may not disclose all errors or defects that might be in the plans, but is intended merely to provide the City with a greater degree of confidence that the plans have been prepared in accordance with applicable professional standards of care. By conducting this limited evaluation, the Consultant is not assuming responsibility for the content and accuracy of the plans, and the Client acknowledges that it will not attempt to hold the Consultant liable for any defects that may exist in the plans.

The employee of the Consultant will perform tasks as directed by and as a supplement to the City's staff. The City's staff will be responsible for utilizing the Consultant's employee to perform such tasks that would be typical of an employee of the City with similar experience. As such, the Consultant shall be entitled to all defenses and immunities that are, or would be, available to the City. Such tasks may include, but may not be limited to, attending project meetings, project plan review, project coordination, etc.

- **Miscellaneous Engineering Services:**
The Consultant will provide engineering services as requested by the City. Work Orders for Engineering Services are anticipated to be issued services as follows:
 - Obtain written approval from the City of Baytown to complete the scoped work for the agreed not-to-exceed fee. As tasks are added or expanded, provide new or amended scope.
 - Support services such as survey and data collection if needed will be coordinated by the Consultant but contracted directly with the City of Baytown.

- Miscellaneous engineering shall be developed as a Technical Memorandum or Plan sheet as appropriate, unless specific request is made for another format. It will be signed and sealed by a professional engineer.
- The Consultant will provide the number of hours spent versus the agreed upon budget for a given task as an attachment to each invoice. It is not a separate contract and will be billed under the on-call with the rates shown in Exhibit B.

Additional Services

Any services beyond the Scope of Services not specifically described in the scope shall be considered additional services. The Consultant can provide additional services, if needed, upon the City's issuance of a written change in scope. Any additional amounts paid to the Consultant as a result of the material change to the Scope of the Project shall be agreed upon in writing by both parties before the services are performed.

EXHIBIT B – Fee Summary and Hourly Rate Schedule

Kimley-Horn proposes to perform the on-call engineering services described in Exhibit A on an hourly, not-to-exceed basis, not-to-exceed fee of \$100,000.

Direct reimbursable expenses such as express delivery services, fees, air travel, and other direct expenses will be billed at cost. A percentage of labor fee will be added to each invoice to cover certain other expenses such as telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Administrative time related to the project will be billed hourly.

Kimley-Horn will perform these services based on the hourly rate schedule below. Payment will be due within 30 days of your receipt of the invoice.

Kimley-Horn and Associates, Inc.

Standard Rate Schedule

(Hourly Rate)

Analyst	\$120 - \$200
Professional	\$180 - \$230
Senior Professional I	\$220 - \$285
Senior Professional II	\$265 - \$300
Senior Technical Support	\$145 - \$210
Support Staff	\$90 - \$130
Technical Support	\$90 - \$135

Effective through September 30, 2022

Subject to periodic adjustment thereafter

EXHIBIT C – SCHEDULE

Kimley-Horn will provide our services as expeditiously as practicable with the goal of meeting a mutually agreed upon schedule as dictated by the nature of the work requested by the City.

Times for performance shall be extended as necessary for delays due to circumstances that Kimley-Horn does not control. Kimley-Horn shall not be liable for or be deemed in breach because of delays caused by any factor outside of its reasonable control.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY
CERTIFICATION OF FILING**

Certificate Number:
2021-806216

Date Filed:
09/27/2021

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Kimley-Horn and Associates, Inc.
Dallas, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Baytown, Texas

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

092721
Baytown Development Review On-Call

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Flanagan, Tammy	Dallas, TX United States	X	
	Cook, Richard N	Dallas, TX United States	X	
	McEntee, David L	Dallas, TX United States	X	
	Lefton, Steve	Dallas, TX United States	X	

5 Check only if there is NO Interested Party. ☐

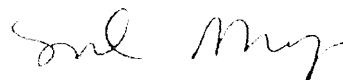
6 UNSWORN DECLARATION

My name is SARAH MEZA, and my date of birth is 05/14/1981.

My address is 13455 NOEL ROAD, SUITE 700, DALLAS, TX, 75240, US.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in DALLAS County, State of TEXAS, on the 27TH day of SEPTEMBER 20 21.
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)

CITY OF BAYTOWN, TEXAS
INDEBTEDNESS CERTIFICATION

Project Name: On Call Development Review

Company Name: Kimley Horn and Associates, Inc.

Department: Engineering

Date: 9/30/2021

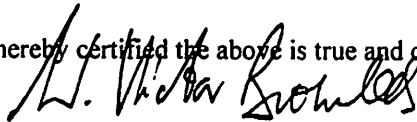
Council Date: 10/14/21

A review of the above-described company was made in accordance with 2-663 of the City of Baytown Code of Ordinances and the aforementioned company was found:

☐ to be indebted to the City in the following areas:

☒ not to be indebted to the City.

It is hereby certified the above is true and correct based on the best information available.



9/30/2021

Director of Finance

Date

For information regarding this certificate, please contact the Finance Director at 281-420-6531.

If an appeal to this determination is to be filed under section 2-664 of this code, please forward to the following address:

City of Baytown
Director of Finance
P O Box 424
Baytown, TX 77522-0424



City of Baytown

TEXAS GOVERNMENT CODE VERIFICATIONS

(for Companies with 10 or more full-time employees entering into a contract with a value of \$100,000 or more)

Pursuant to the Texas Government Code, I, Brandon Guillory, the undersigned representative of Kimley-Horn and Associates, Inc. (Company Name), do hereby verify the following for and on behalf of the above-referenced company (the "Company"):

- the Company does not boycott Israel and will not boycott Israel during the term of the contract to be entered into with the City of Baytown;
- the Company does not boycott energy companies and will not boycott energy companies during the term of the contract to be entered into with the City of Baytown; and
- the Company does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of the contract against a firearm entity or firearm trade association.

In making this verification, I understand that the following definitions apply:

- "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.
- "Boycott energy company" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company:
 - engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or
 - does business with a company described by Paragraph (a).
- "Discriminate against a firearm entity or firearm trade association" means, with respect to the entity or association, to:
 - refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association;
 - refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or
 - terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association;but does not include:
 - the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and
 - a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship:
 - to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or
 - for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association.

EXECUTED this the 1st day of October, 2021

Kimley-Horn and Associates, Inc.

Company Name

Signature

Brandon Guillory, Sr. V.P.

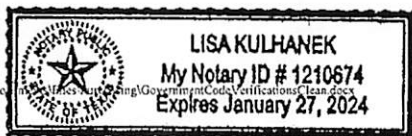
Printed Name/Title

STATE OF TEXAS
COUNTY OF HARRIS

§
§

Before me, Lisa Kulhanek, the undersigned notary public, on this day personally appeared Brandon Guillory, the Senior Vice President (Title) of Kimley-Horn and Associates, Inc. (Company Name), known to me to be the person whose name is subscribed to the foregoing instrument, who after by me being duly sworn, did swear and affirm that the above is true and correct.

Given under my hand and seal of office this 1st day of October, 2021.



Lisa Kulhanek
Notary Public in and for the State of Texas

INSTRUCTION: ENTITIES USING AN ASSUMED NAME SHOULD DISCLOSE SUCH FACT TO AVOID REJECTION OF THE AFFIDAVIT. THE FOLLOWING FORMAT IS RECOMMENDED: CORPORATE/LEGAL NAME DBA ASSUMED NAME.

STATE OF Texas

§

AFFIDAVIT OF OWNERSHIP OR CONTROL

COUNTY OF Harris

§

§

BEFORE ME, the undersigned authority, on this day personally appeared
Brandon Guillory [FULL NAME] (hereinafter "Affiant"),
Sr. Vice President [STATE TITLE/CAPACITY WITH
 CONTRACTING ENTITY] of Kimley-Horn and Associates, Inc. [CONTRACTING
 ENTITY'S CORPORATE/LEGAL NAME] ("Contracting Entity"), who being by me duly sworn on
 oath stated as follows:

1. Affiant is authorized to give this affidavit and has personal knowledge of the facts and matters herein stated.
2. Contracting Entity seeks to do business with the City in connection with
Baytown Development Review On-Call [DESCRIBE PROJECT
 OR MATTER] which is expected to be in an amount that exceeds \$50,000.
3. The following information is submitted in connection with the proposal, submission or bid of Contracting Entity in connection with the above described project or matter.
4. Contracting Entity is organized as a business entity as noted below (check box as applicable).

FOR PROFIT ENTITY:☐ SOLE PROPRIETORSHIP☒ CORPORATION☐ PARTNERSHIP☐ LIMITED PARTNERSHIP☐ JOINT VENTURE☐ LIMITED LIABILITY COMPANY☐ OTHER (Specify type in space below):

NON-PROFIT ENTITY:☐ NON-PROFIT CORPORATION☐ UNINCORPORATED ASSN.

5. The information shown below is true and correct for the Contracting Entity and all owners of 5% or more of the Contracting Entity and, where the Contracting Entity is a non-profit entity, the required information has been shown for each officer. [NOTE: IN ALL CASES, USE FULL NAMES, LOCAL BUSINESS AND RESIDENCE ADDRESSES AND TELEPHONE

NUMBERS. DO NOT USE POST OFFICE BOXES FOR ANY ADDRESS.
INCLUSION OF E-MAIL ADDRESSES IS OPTIONAL, BUT RECOMMENDED.
ATTACH ADDITIONAL SHEETS AS NEEDED.]

Contracting Entity

Name: Kimley-Horn and Associates, Inc.

Business Address [NO./STREET] 11700 Katy Freeway, Suite 800

[CITY/STATE/ZIP CODE] Houston, Texas 77079

Telephone Number (281) 597-9300

Email Address [OPTIONAL] _____

Residence Address [NO./STREET] 11700 Katy Freeway, Suite 800

[CITY/STATE/ZIP CODE] Houston, TX 77079

Telephone Number [OPTIONAL] (281) 597-9300

Email Address [OPTIONAL] _____

5% or More Owner(s)/Officers of Non-Profit Corporation
(IF NONE, STATE "NONE.")

Name: NONE

Business Address [NO./STREET] 421 Fayetteville Street, Suite 600

[CITY/STATE/ZIP CODE] Raleigh, NC 27601

Telephone Number (919) 677-2000

Email Address [OPTIONAL] _____

Residence Address [NO./STREET] 421 Fayetteville Street, Suite 600

[CITY/STATE/ZIP CODE] Raleigh, NC 27601

Telephone Number [OPTIONAL] (919) 677-2000

Email Address [OPTIONAL] _____

6. **Optional Information**

Contracting

Entity

and/or

[NAME OF

OWNER OR NON-PROFIT OFFICER] is actively protesting, challenging or appealing the accuracy and/or amount of taxes levied against _____ **[CONTRACTING ENTITY, OWNER OR NON-PROFIT OFFICER]** as follows:

Name of Debtor: _____

Type of Debt: _____

Account Nos.: _____

Case or File Nos.: _____


Attorney/Agent Name: _____

Attorney/Agent Phone No.: _____

Delinquent Years/Months: _____

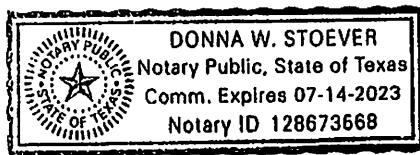
Status of Appeal [DESCRIBE]: _____

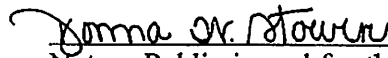
Affiant certifies that he or she is duly authorized to submit the above information on behalf of the Contracting Entity, that Affiant is associated with the Contracting Entity in the capacity noted above and has personal knowledge of the accuracy of the information provided herein, and that the information provided herein is true and correct to the best of Affiant's knowledge and belief.


Affiant

SWORN TO AND SUBSCRIBED before me this 21st day of September, 2021.

(Seal)




Notary Public in and for the State of
Texas

NOTE:

This affidavit constitutes a government record as defined by Section 37.01 of the Texas Penal Code. Submission of a false government record is punishable as provided in Section 37.10 of the Texas Penal Code.

Attach additional pages if needed to supply the required names and addresses.

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/27/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Greyling Ins. Brokerage/EPIC 3780 Mansell Road, Suite 370 Alpharetta, GA 30022	CONTACT NAME: Jerry Noyola	
	PHONE (A/C, No, Ext): 770-220-7699	FAX (A/C, No):
	E-MAIL ADDRESS: jerry.noyola@greyling.com	
INSURED Kimley-Horn and Associates, Inc. 421 Fayetteville Street, Suite 600 Raleigh, NC 27601	INSURER(S) AFFORDING COVERAGE	
	INSURER A: National Union Fire Ins. Co.	NAIC # 19445
	INSURER B: Allied World Assurance Company (U.S.)	19489
	INSURER C: Everest National Ins Co	10120
	INSURER D: New Hampshire Ins. Co.	23841
	INSURER E: Lloyds of London	085202
	INSURER F:	

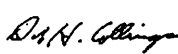
COVERAGES CERTIFICATE NUMBER: 21-22 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:		GL5268169	04/01/2021	04/01/2022	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$25,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY		CA4489663	04/01/2021	04/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10,000		03127930 XC8EX00363211	04/01/2021 04/01/2021	04/01/2022 04/01/2022	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	WC015893685 (AOS) WC015893686 (CA)	04/01/2021 04/01/2021	04/01/2022 04/01/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
E	Professional Liab		B0146LDUSA2104949	04/01/2021	04/01/2022	Per Claim \$2,000,000 Aggregate \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: For All Projects with The City of Baytown. The City of Baytown, its officers, agents & employees are named as Additional Insureds on the above referenced liability policies with the exception of workers compensation & professional liability where required by written contract. The above referenced liability policies with the exception of professional liability are primary & non-contributory where required by written contract. Waiver of Subrogation is applicable where required by written contract & allowed by law. (See Attached Descriptions)

CERTIFICATE HOLDER City of Baytown City Manager 2407 Market Street P.O. Box 424 Baytown, TX 77522-0424	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

DESCRIPTIONS (Continued from Page 1)

Should any of the above described policies be cancelled by the issuing insurer before the expiration date thereof, 30 days' written notice (except 10 days for nonpayment of premium) will be provided to the Certificate Holder named below.

ORDINANCE NO. 14,898

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING A CONSULTING SERVICES AGREEMENT WITH KIMLEY-HORN AND ASSOCIATES, INC., TO PROVIDE ON-CALL ENGINEERING SERVICES TO ASSIST WITH PLAN REVIEWS AND MISCELLANEOUS ENGINEERING SERVICES; AUTHORIZING PAYMENT BY THE CITY OF BAYTOWN IN AN AMOUNT NOT TO EXCEED ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00); MAKING OTHER PROVISIONS RELATED THERETO; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS:

Section 1: That the City Council of the City of Baytown, Texas, hereby authorizes and directs the City Manager to execute and the City Clerk to attest to a Consulting Services Agreement with Kimley-Horn and Associates, Inc., to provide on-call engineering services to assist with plan reviews and miscellaneous engineering services. A copy of said agreement is attached hereto as Exhibit "A" and incorporated herein for all intents and purposes.

Section 2: That the City Council of the City of Baytown authorizes payment to Kimley-Horn and Associates, Inc., in an amount not to exceed ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00) for professional engineering services in accordance with the agreement authorized in Section 1 hereinabove.

Section 3: That the City Manager is hereby granted general authority to approve a decrease or an increase in costs by FIFTY THOUSAND AND NO/100 DOLLARS (\$50,000.00) or less, provided that the amount authorized in Section 2 hereof may not be increased by more than twenty-five percent (25%).

Section 4: This ordinance shall take effect immediately from and after its passage by the City Council of the City of Baytown.

INTRODUCED, READ and PASSED by the affirmative vote of the City Council of the City of Baytown this the 14th day of October, 2021.


BRANDON CAPETILLO, Mayor

ATTEST:


ANGELA JACKSON, City Clerk



APPROVED AS TO FORM:


KAREN L. HORNER, City Attorney

Exhibit "A"

AGREEMENT FOR CONSULTING SERVICES

STATE OF TEXAS §
COUNTY OF HARRIS §

This Agreement (this "Agreement") entered into by and between Kimley-Horn and Associates, Inc. (hereinafter "Consultant") and the City of Baytown, a home-rule municipality located in Harris and Chambers Counties, Texas (the "City").

1. Scope of Services/Consultant Fees

This Agreement authorizes Consultant to perform professional engineering services for On-Call task order engineering plan review and related services (the "Work") for and on behalf of the City. The scope of the Work is detailed in Exhibit "A." The compensation and professional fees for Consultant and its subconsultants is more particularly described in Exhibit "B" and shall not exceed ONE HUNDRED THOUSAND AND 00/100 DOLLARS (\$100,000.00). The time schedules for the Work are specified in Exhibit "C." Each of these Exhibits "A" through "C" are incorporated into this Agreement by reference for all purposes.

2. Compensation and Professional Fees

- a. The City shall pay Consultant in installments based upon monthly progress reports and detailed invoices submitted by the Consultant based upon the following:

1. Design Phase Services (Not-to-Exceed)	\$100,000.00
2. Bid Phase Services (Hourly Not to Exceed)	\$0.00
3. Construction Phase Services (Hourly Not to Exceed)	\$0.00
4. Additional Services (Lump Sum)	\$0.00
(These services require independent and specific advance, written authorization)	
5. Reimbursable Expenses (Not to Exceed).....	\$0.00
6. Total	\$100,000.00

- b. For an agreed contract amount identified as "Lump Sum," "Not to Exceed" and "Reimbursable," Consultant shall not exceed the fixed contractual amount without written authorization in the form of a Contract amendment.

- c. Reimbursable Expenses, as shown in Exhibit "B" are itemized by work category. Reimbursable Expenses shall be invoiced AT COST, without subsequent markup by Consultant. All invoices containing a request for Reimbursable Expenses shall include copies of the original expense receipts itemized per allowable category.

- (1) Allowable reimbursable Expenses include:
 - (a) Hard copy reproductions, copies, and/or binding costs;
 - (b) Postage;

- (c) Mileage, for travel from Consultant's local office (within a 25-mile radius) to meetings the City or job-site. Mileage shall be charged at the current IRS rates;
 - (d) Travel Expenses, mileage from local office to State or federal regulatory agency office beyond 100miles; and
 - (e) Lodging expenses for destinations beyond 100 miles from Consultant's local office AND (i) when business hours exceed eight hours within one business day or (ii) when Consultant's services require more than one eight-hour day at the destination; provided such expenses has been approved in writing by the City.
- (2) Disallowed Expenses include travel expenses for professional expertise traveling into the Greater Houston Area from Consultant's office outside the Greater Houston Area.
- d. Consultant shall invoice based upon total services actually completed during the applicable month. Invoices and all required or requested backup information shall be tendered no more often than once a month. Consultant shall not invoice the City for services or expenses that were incurred more than sixty (60) days before the date of the invoice. Failure to timely invoice the City for services or expenses shall result in Consultant's invoice being denied.
- e. In the event of a disputed or contested invoice, the City may withhold from payment that portion so disputed or contested, and the undisputed portion will be paid.

3. Personnel of Consultant

- a. **Consultant's Project Manager**
Consultant shall designate Constance Curtis, P.E., to serve as Project Manager for the Work performed under this Agreement. Any change of Project Manager shall require thirty days' advance written approval from the City's Representative.
- b. **Licensed and Registered Architects/Engineers**
Consultant shall keep a full-time registered architects and/or engineers licensed in the State of Texas on staff and assigned to the Work for the duration of its performance of the Work.
- c. **Data on Consultant's Employees**
Prior to commencement of the Work, Consultant shall forward to the City a detailed resume of the personnel that will be assigned to the Work. Such personnel shall include, but not be limited to, architects and/or engineers as applicable.

- d. Rejection of Consultant's Employees
The City reserves the right to approve or reject from the Work any employees of Consultant.

4. Designation and Duties of the City's Representative

- a. The City's Director of Public Works and Engineering or his designee shall act as the City's Representative.
- b. The City's Representative shall use his best efforts to provide nonconfidential City records for Consultant's usage on the Work and to provide access to City's property and easements. However, the City does not guarantee the accuracy or correctness of the documents so provided. Notwithstanding the foregoing, Professional shall be entitled to use and rely upon information provided by the City in performing the services required under this Agreement only to the extent and level specified by the City in writing for each document provided. Nothing contained herein shall be construed to require the City to provide such records in any certain format. The format in which the existing data and documentation will be provided shall be at the sole discretion of the City.

5. Standards of Performance

- a. Consultant shall perform all services under this Agreement with the care and skill ordinarily used by members of Consultant's profession practicing under the same or similar circumstances, time and locality. Opinion of probable cost shall be based upon the Consultant's experience and represents its professional judgment as an experienced and qualified professional. Each submittal of opinion of probable cost shall be commensurate with the project design.

Consultant shall be responsible for the technical accuracy of its services and documents resulting therefrom, and the City shall not be responsible for discovering deficiencies therein. Consultant shall correct such deficiencies without additional compensation.

- b. Codes and Standards
 - (1) All references to codes, standards, environmental regulations and/or material specifications shall be to the latest revision, including all effective supplements or addenda thereto, as of the date that the order for any necessary equipment is made by the City or that the construction specified is bid by the City.
 - (2) If any such equipment is specially manufactured, it shall be identified to the City, and the Contractor and the Seller shall present sufficient data to the City to support the design and the suitability of the equipment.

- (3) All materials specified on any City project shall be in accordance with City, ASTM, ACI, and AASHTO specifications, and with other recognized standards. Proprietary material or other materials for which no generally recognized standards exist may be used provided there has been at least five years of proven experience in the field, and such satisfactory documentation has been approved by the City's Representative.
- (4) The Work shall be designed and furnished in accordance with the most current codes and/or standards adopted by city, state, or federal government or in general custom and usage by the profession and shall comply Texas Department of Licensing and Regulation's rules and regulations, including the Texas Accessibility Standards.
- (5) The codes and standards used in the profession set forth minimum requirements. These may be exceeded by the Contractor or Consultant if superior methods are available for successful operation of equipment and/or for the construction project on which the Work is performed. Any alternative codes or regulations used shall have requirements that are equivalent or better than those in the above listed codes and regulations. Consultant shall state the alternative codes and regulations used.
- (6) Consultant agrees the services it provides as an experienced and qualified architect/engineer will reflect the professional standards, procedures and performances common in the industry for this project. Consultant further agrees that any analysis, reports, preparation of drawings, the designation or selection of materials and equipment, the selection and supervision of personnel and the performance of other services under this contract will be pursuant to the standard of performance common in the profession.
- (7) Consultant shall promptly correct any defective analysis caused by Consultant at no cost to City. The City's approval, acceptance, use of or payment for all or any part of Consultant's services hereunder or of the Work itself shall in no way alter Consultant's obligations or the City's rights under this Agreement. As applicable, Consultant shall provide the City with record "as-built" drawings relating to the Work, in an electronic format that is acceptable to the City. City shall be in receipt of record drawings, if applicable, prior to final payment.
- (8) Consultant has no control over the cost of labor, materials, equipment or services furnished by others, other than its subconsultants. Data projections and estimates are based upon Consultant's opinion based on experience and judgment. Consultant cannot and does not guarantee that actual costs and/or quantities realized will vary from the data projections and estimates prepared by Consultant.

- (9) Consultant shall submit all final construction documents in both hard copy and electronic format. Plans shall be AutoCAD compatible and all other documents shall be Microsoft Office compatible. The software versions used shall be compatible to current City standards. Other support documents for example structural calculations, drainage reports and geotechnical reports, shall be submitted in hard copy only. All Record Drawings electronic files shall be submitted to the City in PDF/TIF format.

6. Schedule

Consultant shall not proceed with the Work or any stage thereof until written notice to proceed is provided by the City's Representative. Consultant's obligation to render services specified in Exhibit B will be for the entire period necessary for the final completion of the construction of the Work. If the Consultant contributes to any delay in the schedule, Consultant will have no right to seek and shall not be entitled to any additional compensation.

7. Instruments of Service

Upon execution of this Agreement, Consultant grants to the City an ownership interest in the Instruments of Service. Consultant shall obtain similar interests from the City and Consultant's consultants consistent with this Agreement. As noted in Articles 5 & 11, Consultant shall be required to tender to City all Instruments of Service. With such ownership interest, it is expressly understood by the parties hereto that the City may use the Instruments of Service for any purposes which the City sees fit, including, but not limited to, subsequent construction, reconstruction, alteration, and/or repairs of the Project. As a condition to the City's use of the Instruments of Service, the City hereby expressly agrees to remove Consultant's name and all references to Consultant and its consultants from the Documents. Provided that this Agreement is not terminated for cause by the City, the City shall release any and all claims which the City could make arising out of or in connection with any reuse of the documents by the City.

8. Insurance

Consultant shall procure and maintain at its sole cost and expense for the duration of the Agreement, insurance against claims for injuries to person or damages to property which may arise from or in connection with the performance of the Work hereunder by Consultant, its agents, representatives, volunteers, employees or subconsultants.

- a. Consultant's insurance coverage shall be primary insurance with respect to the City, its officials, employees and agents. Any insurance or self-insurance maintained by the City, its officials, employees or agents shall be considered in excess of Consultant's insurance and shall not contribute to it. Further, Consultant shall include all subconsultants, agents and assigns as additional insureds under its policy or shall furnish separate certificates and endorsements for each such person or entity. All coverages for subconsultants and assigns shall be subject to all of the requirements stated herein.

The following is a list of standard insurance policies along with their respective minimum coverage amounts required in this Agreement:

1. Commercial General Liability
 - General Aggregate: \$2,000,000
 - Products & Completed Operations Aggregate: \$2,000,000
 - Personal & Advertising Injury: \$1,000,000
 - Per Occurrence: \$1,000,000
 - Fire Damage \$500,000
 - Waiver of Subrogation required.
 - Coverage shall be broad form.
 - No coverage shall be deleted from standard policy without notification of individual exclusions being attached for review and acceptance.
2. Business Automobile Policy
 - Combined Single Limits: \$1,000,000
 - Coverage for "Any Auto"
 - Waiver of Subrogation required.
3. Errors and Omissions
 - Limit: \$1,000,000 for this project.
 - For all architects, engineers, and/or design companies
 - Claims-made form is acceptable
 - Coverage will be in force for one (1) year after completion of the Project.
4. Workers' Compensation
 - Statutory Limits
 - Employer's Liability \$500,000
 - Waiver of Subrogation required.

b. The following shall be applicable to all policies of insurance required herein.

1. Insurance carrier for all liability policies must have an A.M. Best Rating of A:VIII or better.
2. Only insurance carriers licensed and admitted to do business in the State of Texas will be accepted.
3. Liability policies must be on occurrence form. Errors and Omissions can be on claims-made form.
4. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled or reduced in coverage or in limits except after thirty (30) days' prior written notice by mail, return receipt requested, has been given to the City.

5. The City, its officers, agents and employees are to be added as Additional Insureds to all liability policies, with the exception of the Workers Compensation and Errors and Omissions Policies required herein.
6. Upon request and without cost to the City, certified copies of all insurance policies and/or certificates of insurance shall be furnished to the City.
7. Upon request and without cost to the City, loss runs (claims listing) of any and/or all insurance coverages shall be furnished to the City.
8. All insurance required herein shall be secured and maintained in a company or companies satisfactory to the City, and shall be carried in the name of Consultant. Consultant shall provide copies of insurance policies and endorsements required hereunder to the City on or before the effective date of this Agreement.

9. **Indemnification and Release**

CONSULTANT AGREES TO AND SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND THE CITY, ITS OFFICERS, AGENTS, AND EMPLOYEES (HEREINAFTER REFERRED TO AS THE "CITY") FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS AND LIABILITY OF EVERY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES, FOR INJURY TO OR DEATH OF ANY PERSON, FOR DAMAGE TO ANY PROPERTY OR FOR ANY BREACH OF CONTRACT TO THE EXTENT ARISING OUT OF OR IN CONNECTION WITH AN ACT OF NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY THE PROFESSIONAL OR THE CONSULTANT'S AGENT, CONSULTANT UNDER CONTRACT, OR ANOTHER ENTITY OVER WHICH THE CONSULTANT EXERCISES CONTROL (COLLECTIVELY CONSULTANT'S PARTIES). IT IS THE EXPRESSED INTENTION OF THE PARTIES HERETO, BOTH CONSULTANT AND THE CITY, THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH IS INDEMNITY BY CONSULTANT TO INDEMNIFY AND PROTECT THE CITY FROM THE CONSEQUENCES OF CONSULTANT'S PARTIES' OWN WILLFUL MISCONDUCT, JOINT OR SOLE NEGLIGENCE AS WELL AS THE CONSULTANT'S PARTIES' INTENTIONAL

TORTS, INTELLECTUAL PROPERTY INFRINGEMENTS, AND FAILURES TO MAKE PAYMENTS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT. SUCH INDEMNITY SHALL NOT APPLY, HOWEVER, TO LIABILITY ARISING FROM THE PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE OF PERSONS THAT IS CAUSED BY OR RESULTS FROM THE NEGLIGENCE OF ANY PERSON OTHER THAN THE CONSULTANT'S PARTIES. IN THE EVENT THAT ANY ACTION OR PROCEEDING IS BROUGHT AGAINST THE CITY FROM WHICH THE CITY IS INDEMNIFIED, CONSULTANT FURTHER AGREES AND COVENANTS TO DEFEND THE ACTION OR PROCEEDING BY LEGAL COUNSEL ACCEPTABLE TO THE CITY. THE INDEMNITY PROVIDED HEREINABOVE SHALL SURVIVE THE TERMINATION AND/OR EXPIRATION OF THIS AGREEMENT.

By this Agreement, the City does not consent to litigation or suit, and the City hereby expressly revokes any consent to litigation that it may have granted by the terms of this Contract or any other contract or agreement, any charter, or applicable state law. Nothing herein shall be construed so as to limit or waive the City's sovereign immunity. Consultant assumes full responsibility for its services performed hereunder and hereby releases, relinquishes and discharges the City, its officers, agents, and employees from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to or death of any person (whether they be either of the parties hereto, their employees, or other third parties) and any loss of or damage to property (whether the property be that of either of the parties hereto, their employees, or other third parties) that is caused by or alleged to be caused by, arising out of, or in connection with Consultant's services to be performed hereunder. This release shall apply with respect to Consultant's services regardless of whether said claims, demands, and causes of action are covered in whole or in part by insurance.

10. Subcontractors and Subconsultants

Consultant shall receive written approval of the City's Representative prior to the use of any subcontractors or subconsultants. A copy of all proposed contracts with subconsultants and/or subcontractors shall be given to the City before execution of such contracts.

11. Termination of Consultant

The City, besides all other rights or remedies it may have, shall have the right to terminate this Agreement without cause upon written notice from the City Manager to Consultant of the City's election to do so. Furthermore, the City may immediately and without notice terminate this Agreement if Consultant breaches this Agreement. A breach of this Agreement shall include, but not be limited to, the following:

- (a) failing to pay insurance premiums, liens, claims or other charges;
- (b) failing to pay any payments due the city, state, or federal government from Consultant or its principals, including, but not limited to, any taxes, fees, assessments, liens, or any payments identified in this Agreement;
- (c) the institution of voluntary or involuntary bankruptcy proceeding against Consultant;
- (d) the dissolution of Consultant;
- (e) refusing or failing to prosecute the Work or any separable part, with the diligence that will ensure its completion within the time specified in this Agreement;
- (f) failing to complete Work within the time period specified in this Agreement; and/or
- (g) the violation of any provision of this Agreement.

Upon delivery of any notice of termination required herein, Consultant shall discontinue all services in connection with the performance of the Agreement. Within ten (10) days after receipt of the notice of termination, Consultant shall submit a final statement showing in detail the services satisfactorily performed and accepted and all other appropriate documentation required herein for payment of services. At the same time that the final statement is tendered to the City, Consultant shall also tender to the City's Representative all of Consultant's instruments of service, including all drawings, special provisions, field survey notes, reports, estimates, and any and all other documents or work project generated by Consultant under this Agreement, whether complete or not, in an acceptable form and format together with all unused materials supplied by the City. No final payment will be made until all such instruments of service and materials supplied are so tendered.

If this Agreement is terminated for cause, Consultant shall be liable for any damage to the City resulting therefrom. This liability includes any increased costs incurred by the City in completing Consultant's services. The rights and remedies of the City in this section are in addition to any other rights and remedies provided by law or under this Agreement.

12. Records

Within ten days of the City's request and at no cost to the City, the City will be entitled to review and receive a copy of all documents that indicate work on the Project that is subject to this Agreement.

13. Supervision of Consultant

Consultant is an independent contractor and the City neither reserves nor possesses any right to control the details of the Work performed by Consultant under the terms of this Agreement.

14. Billing

The City shall have thirty (30) days to pay Consultant's invoices from the date of receipt of such invoices and necessary backup information. All invoices must identify with specificity the work or services performed and the date(s) of such work or services. In the event of a disputed or contested invoice, the parties understand and agree that the City may withhold the portion so contested, but the undisputed portion will be paid. Consultant shall invoice the City for work

performed no more than once a month and may not invoice the City for work not performed. Invoices shall be received by the City no later than sixty calendar (60) days from the date Consultant and/or its subconsultants perform the services or incur the expense. Failure by Consultant to comply with this requirement shall result in Consultant's invoice being denied and the City being relieved from any liability for payment of the late invoice.

15. Indebtedness.

If Consultant, at any time during the term of this Agreement, incurs a debt, as the word is defined in section 2-662 of the Code of Ordinances of the City of Baytown, it shall immediately notify the City's Director of Finance in writing. If the City's Director of Finance becomes aware that Consultant has incurred a debt, the City's Director of Finance shall immediately notify Consultant in writing. If Consultant does not pay the debt within 30 days of either such notification, the City's Director of Finance may deduct funds in an amount equal to the debt from any payments owed to Consultant under this Agreement, and Consultant waives any recourse therefor.

16. No Boycott Israel.

Consultant agrees that it will not boycott Israel during the term of this Agreement. As used in this section, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

17. Reputation in the Community

Consultant shall retain a high reputation in the community for providing professional architectural/engineering services. Consultant shall forward a copy of any current petition or complaint in any court of law which (a) asserts a claim for \$50,000 or more for errors or omissions in providing architectural/engineering services and/or (b) seeks to deny Consultant the right to practice architecture/engineering or to perform any other services in the state of Texas.

18. Payroll and Basic Records

- a. Consultant shall maintain payrolls and basic payroll records during the course of the work performed under this Agreement and shall preserve them for a period of three years from the completion of the work called for under this Agreement for all personnel working on such work. Such records shall contain the name and address of each such employee, social security number, correct classification, hourly rates of wages paid, daily and weekly number of hours worked, deductions made and actual wages paid.
- b. Consultant shall make the records required to be maintained under the preceding subsection (a) of this section available at no cost to the City for inspection, copying or transcription or its authorized representatives within fifteen days of the City's request therefor. Consultant shall permit such representatives to interview Consultant's employees during working hours on the job.

19. Governing Law

This Agreement has been made under and shall be governed by the laws of the state of Texas. The parties further agree that performance and all matters related thereto shall be in Harris County, Texas.

20. Notices

Unless otherwise provided in this Agreement, any notice provided for or permitted to be given must be in writing and delivered in person or by depositing same in the United States mail, postpaid and registered or certified, and addressed to the party to be notified, with return receipt requested, or by delivering the same to an officer of such party. Notice deposited in the mail as described above shall be conclusively deemed to be effective, unless otherwise stated in this Agreement, from and after the expiration of three (3) days after it is so deposited.

For the purpose of notice, the addresses of the parties shall be as follows unless properly changed as provided for herein below:

For the City:

CITY OF BAYTOWN
Attn: City Manager
P. O. Box 424
Baytown, Texas 77522-0424

For Consultant:

Kimley-Horn and Associates, Inc.
Attn: Constance Curtis
11700 Katy Freeway, Ste 800
Houston, TX 77079

Each party shall have the right from time to time at any time to change its respective address and each shall have the right to specify a new address, provided that at least fifteen (15) days' written notice is given of such new address to the other party.

21. No Third-Party Beneficiary

This Agreement shall not bestow any rights upon any third party, but rather, shall bind and benefit Consultant and the City only. No person or entity not a signatory to this Agreement shall be entitled to rely on Professional's performance of its services hereunder, and no right to assert a claim against Professional by assignment of indemnity rights or otherwise shall accrue to a third party as a result of this Agreement or the performance of Professional's services hereunder.

22. No Right to Arbitration

Notwithstanding anything to the contrary contained in this Agreement, the City and Consultant hereby agree that no claim or dispute between the City and Consultant arising out of or relating to this Agreement shall be decided by any arbitration proceeding including, without limitation, any proceeding under the Federal Arbitration Act (9 U.S.C. Sections 1-14), or any applicable State arbitration statute, including, but not limited to, the Texas General Arbitration Act,

provided that in the event that the City is subjected to an arbitration proceeding notwithstanding this provision, Consultant consents to be joined in the arbitration proceeding if Consultant's presence is required or requested by the City of complete relief to be recorded in the arbitration proceeding.

23. Waiver

No waiver by either party to this Agreement of any term or condition of this Agreement shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.

24. Complete Agreement

This Agreement represents the entire and integrated agreement between the City and Consultant in regard to the subject matter hereof and supersedes all prior negotiations, representations or agreements, either whether written or oral, on the subject matter hereof. This Agreement may only be amended by written instrument approved and executed by both of the parties. The City and Consultant accept and agree to these terms.

25. No Assignment

Consultant may not sell or assign all or part interest in this Agreement to another party or parties without the prior express written approval of the City Manager of such sale or assignment. The City may require any records or financial statements necessary in its opinion to ensure such sale or assignment will be in the best interest of the City.

26. Headings

The headings used in this Agreement are for general reference only and do not have special significance.

27. Severability

All parties agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Agreement, which shall continue in full force and effect.

28. Ambiguities

In the event of any ambiguity in any of the terms of this Agreement, it shall not be construed for or against any party hereto on the basis that such party did or did not author the same.

29. Authority

The officers executing this Agreement on behalf of the parties hereby represent that such officers have full authority to execute this Agreement and to bind the party he/she represents.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in multiple copies, each of which shall be deemed to be an original, but all of which shall constitute but one and the same Agreement on the day of , 20 , the date of execution by the City Manager of the City of Baytown.

CITY OF BAYTOWN

RICHARD L. DAVIS, City Manager

ATTEST:

ANGELA JACKSON, Interim City Clerk

APPROVED AS TO FORM:

KAREN L. HORNER, City Attorney

CONSULTANT:

Kimley-Horn and Associates, Inc.
(Company Name)

Aaron K. Rader, P.E.

(Signature)

Aaron K. Rader, P.E.

(Printed Name)

Vice President October 1, 2021

(Title)

STATE OF TEXAS §

§

COUNTY OF HARRIS §

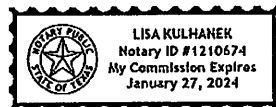
Before me on this day personally appeared Aaron K. Rader, P.E., in his/her capacity as Vice President of Kimley-Horn and Associates, Inc., on behalf of such corporation/ other,

- ☒ known to me;
☐ proved to me on the oath of _____; or
☐ proved to me through his/her current _____
{description of identification card or other document issued by the federal government or any state government that contains the photograph and signature of the acknowledging person}

(check one)

to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

SUBSCRIBED AND SWORN before me this 1st day of October, 2021.



Lisa Kulhanek
Notary Public in and for the State of Texas

\\COBFS01\Legal\Karen\Files\Engineering\Engineering Agreements\Forms 2020\Agreement.

EXHIBIT A – SCOPE OF SERVICES

PROJECT BACKGROUND

This proposal is based on our understanding of the City's need for assistance with the review of development plans submitted to the City by private developers and other miscellaneous engineering support which may include, but not be limited to ad-hoc analysis such as traffic, drainage, grading calculation, or ad-hoc minor site-specific design. Level of effort shall first be agreed upon by the Consultant and the City prior to undertaking such miscellaneous engineering. The Consultant will provide on-call engineering services to be an extension of the City's staff for the purposes of providing development review assistance and engineering services on an "as-needed" basis as directed by the City of Baytown as a complement to the efforts of City staff.

The Consultant will provide on-call engineering services for the City. The work the City may request of the Consultant as part of this agreement may include but are not limited to the following:

- **Professional Engineering Representative:**
These Services will include representing the City as its professional engineer as requested by the City. Services may include meetings with developers to discuss preliminary development plans or meeting with State or Federal regulatory agencies to discuss items relevant to the City.
- **Review of Development Site Plans, Infrastructure Plans, Construction Plans and Construction Specifications:**
These services will include reviewing development site plans, infrastructure plans, construction plans, and construction specifications for conformance with the City's Development Rules and Regulations. Other services related to these may include coordination with Developer and Developer's Engineer. Upon completion of the review, Consultant will provide the City with a letter outlining the review comments associated with the development. The Consultant's limited evaluation may not disclose all errors or defects that might be in the plans, but is intended merely to provide the City with a greater degree of confidence that the plans have been prepared in accordance with applicable professional standards of care. By conducting this limited evaluation, the Consultant is not assuming responsibility for the content and accuracy of the plans, and the Client acknowledges that it will not attempt to hold the Consultant liable for any defects that may exist in the plans.

The employee of the Consultant will perform tasks as directed by and as a supplement to the City's staff. The City's staff will be responsible for utilizing the Consultant's employee to perform such tasks that would be typical of an employee of the City with similar experience. As such, the Consultant shall be entitled to all defenses and immunities that are, or would be, available to the City. Such tasks may include, but may not be limited to, attending project meetings, project plan review, project coordination, etc.

- **Miscellaneous Engineering Services:**
The Consultant will provide engineering services as requested by the City. Work Orders for Engineering Services are anticipated to be issued services as follows:
 - Obtain written approval from the City of Baytown to complete the scoped work for the agreed not-to-exceed fee. As tasks are added or expanded, provide new or amended scope.
 - Support services such as survey and data collection if needed will be coordinated by the Consultant but contracted directly with the City of Baytown.

- Miscellaneous engineering shall be developed as a Technical Memorandum or Plan sheet as appropriate, unless specific request is made for another format. It will be signed and sealed by a professional engineer.
- The Consultant will provide the number of hours spent versus the agreed upon budget for a given task as an attachment to each invoice. It is not a separate contract and will be billed under the on-call with the rates shown in Exhibit B.

Additional Services

Any services beyond the Scope of Services not specifically described in the scope shall be considered additional services. The Consultant can provide additional services, if needed, upon the City's issuance of a written change in scope. Any additional amounts paid to the Consultant as a result of the material change to the Scope of the Project shall be agreed upon in writing by both parties before the services are performed.

EXHIBIT B – Fee Summary and Hourly Rate Schedule

Kimley-Horn proposes to perform the on-call engineering services described in Exhibit A on an hourly, not-to-exceed basis, not-to-exceed fee of \$100,000.

Direct reimbursable expenses such as express delivery services, fees, air travel, and other direct expenses will be billed at cost. A percentage of labor fee will be added to each invoice to cover certain other expenses such as telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Administrative time related to the project will be billed hourly.

Kimley-Horn will perform these services based on the hourly rate schedule below. Payment will be due within 30 days of your receipt of the invoice.

Kimley-Horn and Associates, Inc.

Standard Rate Schedule

(Hourly Rate)

Analyst	\$120 - \$200
Professional	\$180 - \$230
Senior Professional I	\$220 - \$285
Senior Professional II	\$265 - \$300
Senior Technical Support	\$145 - \$210
Support Staff	\$90 - \$130
Technical Support	\$90 - \$135

Effective through September 30, 2022

Subject to periodic adjustment thereafter

EXHIBIT C – SCHEDULE

Kimley-Horn will provide our services as expeditiously as practicable with the goal of meeting a mutually agreed upon schedule as dictated by the nature of the work requested by the City.

Times for performance shall be extended as necessary for delays due to circumstances that Kimley-Horn does not control. Kimley-Horn shall not be liable for or be deemed in breach because of delays caused by any factor outside of its reasonable control.

CITY OF BAYTOWN, TEXAS
INDEBTEDNESS CERTIFICATION

Project Name: Consider an ordinance authorizing an amendment to the Agreement for

Company Name: Kimley-Horn and Associates

Department: Public Works

Date: 02/15/2022

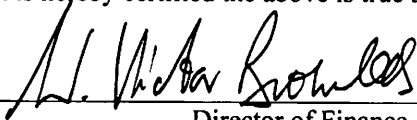
Council Date: 02/24/2022

A review of the above-described company was made in accordance with 2-663 of the City of Baytown Code of Ordinances and the aforementioned company was found:

☐ to be indebted to the City in the following areas:

☒ not to be indebted to the City.

It is hereby certified the above is true and correct based on the best information available.



Director of Finance

02/15/2022

Date

For information regarding this certificate, please contact the Finance Director at 281-420-6531.

If an appeal to this determination is to be filed under section 2-664 of this code, please forward to the following address:

City of Baytown
Director of Finance
P O Box 424
Baytown, TX 77522-0424



CITY COUNCIL MEETING

5. e.

Meeting Date: 02/24/2022

Subject: Consider awarding a consulting services agreement for the IH-10 Intersection Improvements project.

Prepared for: Erwin Burden, Public Works/Engineering/BAWA, City Engineer

Prepared by: Matthew Johnson, Public Works/Engineering/BAWA

Department: Public Works/Engineering/BAWA

Information

ITEM

Consider an ordinance authorizing a Consulting Services Agreement with CP&Y, Inc., for professional engineering services for the IH-10 Intersection Improvements Project.

PREFACE

This proposed ordinance authorizes a Consulting Services Agreement with CP&Y, Inc., for professional engineering services for the improvement of five (5) IH-10 intersections in an amount not to exceed \$364,946.00.

A Request for Qualifications was advertised on June 24, 2021. A non-mandatory pre-proposal meeting was held on July 8, 2021. Five (5) statements of qualifications were received and publicly opened on July 15, 2021. A team of qualified staff reviewed the statement of qualifications of each firm. Staff recommends that the project be awarded to the most qualified firm, CP&Y, Inc.

The scope of work includes preliminary and final design engineering, survey, geotechnical, and environmental services, bid and construction administration services. All intersection work along IH-10 will be performed at the intersections of Thompson Road, John Martin Road, Garth Road, North Main Street, and Sjolander Road. These improvements will increase the capacity and efficiency of these intersections by adding U-turn lanes, adjusting the geometry of the approach lanes, and upgrading the traffic signals so that they can be adaptively timed.

The major phases of this contract and costs are outlined below:

- Preliminary Design phase services in the amount of \$177,746.00;
- Final Design in the amount of \$154,275.00;
- Bid phase services in the amount of \$6,305.00; and
- Construction phase services in the amount of \$26,620.00.

The total duration of the design effort is 17 months, and construction is estimated to be 8 months totaling 25 months. The total contract value is not to exceed the amount of \$364,946.00.

Fiscal Impact

<u>Fiscal Year:</u>	2022
<u>Acct Code:</u>	35102-85001-STSF3000-85001
<u>Source of Funds (Operating/Capital/Bonds):</u>	CIP
<u>Funds Budgeted Y/N:</u>	Y
<u>Amount Needed:</u>	\$364,946.00
<u>Fiscal Impact (Additional Information):</u>	

Attachments

Ordinance - Consulting Services Agreement
Exhibit A - Consulting Services Agreement
Indebtedness Certification

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING A CONSULTING SERVICES AGREEMENT WITH CP&Y, INC., FOR PROFESSIONAL ENGINEERING SERVICES FOR THE IH-10 INTERSECTIONS IMPROVEMENTS PROJECT; AUTHORIZING PAYMENT BY THE CITY OF BAYTOWN IN AN AMOUNT NOT TO EXCEED THREE HUNDRED SIXTY-FOUR THOUSAND NINE HUNDRED FORTY-SIX AND NO/100 DOLLARS (\$364,946.00); MAKING OTHER PROVISIONS RELATED THERETO; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS:

Section 1: That the City Council of the City of Baytown, Texas, hereby authorizes and directs the City Manager to execute and the City Clerk to attest to a Consulting Services Agreement with CP&Y, Inc., for professional engineering services for the IH-10 Intersections Improvements Project. A copy of said agreement is attached hereto as Exhibit "A" and incorporated herein for all intents and purposes.

Section 2: That the City Council of the City of Baytown authorizes payment to CP&Y, Inc., in an amount not to exceed THREE HUNDRED SIXTY-FOUR THOUSAND NINE HUNDRED FORTY-SIX AND NO/100 DOLLARS (\$364,946.00) for professional services in accordance with the agreement authorized in Section 1 hereinabove.

Section 3: That the City Manager is hereby granted general authority to approve a decrease or an increase in costs by FIFTY THOUSAND AND NO/100 DOLLARS (\$50,000.00) or less, provided that the amount authorized in Section 2 hereof may not be increased or decreased by more than twenty-five percent (25%).

Section 4: This ordinance shall take effect immediately from and after its passage by the City Council of the City of Baytown.

INTRODUCED, READ and PASSED by the affirmative vote of the City Council of the City of Baytown this the 24th day of February, 2022.

BRANDON CAPETILLO, Mayor

ATTEST:

ANGELA JACKSON, City Clerk

APPROVED AS TO FORM:

TREVOR FANNING, Interim City Attorney

EXHIBIT "A"

AGREEMENT FOR CONSULTING SERVICES

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This Agreement (this "Agreement") entered into by and between CP&Y Inc. (hereinafter "Consultant") and the City of Baytown, a home-rule municipality located in Harris and Chambers Counties, Texas (the "City").

1. Scope of Services/Consultant Fees

This Agreement authorizes Consultant to perform Design Phase, Bid Phase, and Constuction Phase services for IH-10 Intersections Improvement Project (the "Work") for and on behalf of the City. The scope of the Work is detailed in Exhibit "A." The compensation and professional fees for Consultant and its subconsultants is more particularly described in Exhibit "B" and shall not exceed THREE HUNDRED SIXTY-FOUR THOUSAND NINE HUNDRED FORTY-SIX AND NO/100 DOLLARS (\$364,946.00). The time schedules for the Work are specified in Exhibit "C." Each of these Exhibits "A" through "C" are incorporated into this Agreement by reference for all purposes.

2. Compensation and Professional Fees

- a. The City shall pay Consultant in installments based upon monthly progress reports and detailed invoices submitted by the Consultant based upon the following:

1. Design Phase Services (Lump Sum).....	\$332,021.00
2. Bid Phase Services (Hourly Not to Exceed).....	\$6,305.00
3. Construction Phase Services (Hourly Not to Exceed)	\$26,620.00
4. Additional Services (Lump Sum)	\$0.00
(These services require independent and specific advance, written authorization)	
5. Reimbursable Expenses (Not to Exceed).....	\$0.00
6. Total	\$364,946.00

- b. For an agreed contract amount identified as "Lump Sum," "Not to Exceed" and "Reimbursable," Consultant shall not exceed the fixed contractual amount without written authorization in the form of a Contract amendment.

- c. Reimbursable Expenses, as shown in Exhibit "B" are itemized by work category. Reimbursable Expenses shall be invoiced AT COST, without subsequent markup by Consultant. All invoices containing a request for Reimbursable Expenses shall include copies of the original expense receipts itemized per allowable category.

- (1) Allowable reimbursable Expenses include:
- (a) Hard copy reproductions, copies, and/or binding costs;
 - (b) Postage;

- (c) Mileage, for travel from Consultant's local office (within a 25-mile radius) to meetings the City or job-site. Mileage shall be charged at the current IRS rates;
 - (d) Travel Expenses, mileage from local office to State or federal regulatory agency office beyond 100miles; and
 - (e) Lodging expenses for destinations beyond 100 miles from Consultant's local office AND when business hours exceed eight hours within one business day OR when Consultant's services require more than one eight-hour day at the destination; provided such expenses has been approved in writing by the City.
- (2) Disallowed Expenses include travel expenses for professional expertise traveling into the Greater Houston Area from Consultant's office outside the Greater Houston Area.
- d. Consultant shall invoice based upon total services actually completed during the applicable month. Invoices and all required or requested backup information shall be tendered no more often than once a month. Consultant shall not invoice the City for services or expenses that were incurred more than sixty (60) days before the date of the invoice. Failure to timely invoice the City for services or expenses shall result in Consultant's invoice being denied.
- e. In the event of a disputed or contested invoice, the City may withhold from payment that portion so disputed or contested, and the undisputed portion will be paid.

3. Personnel of Consultant

- a. **Consultant's Project Manager**
Consultant shall designate Brian Jones, PE, to serve as Project Manager for the Work performed under this Agreement. Any change of Project Manager shall require thirty days' advance written approval from the City's Representative.
- b. **Licensed and Registered Architects/Engineers**
Consultant shall keep a full-time registered architects and/or engineers licensed in the State of Texas on staff and assigned to the Work for the duration of its performance of the Work.
- c. **Data on Consultant's Employees**
Prior to commencement of the Work, Consultant shall forward to the City a detailed resume of the personnel that will be assigned to the Work. Such personnel shall include, but not be limited to, architects and/or engineers as applicable.

- d. Rejection of Consultant's Employees
The City reserves the right to approve or reject from the Work any employees of Consultant.

4. Designation and Duties of the City's Representative

- a. The City's Director of Public Works and Engineering or his designee shall act as the City's Representative.
- b. The City's Representative shall use his best efforts to provide nonconfidential City records for Consultant's usage on the Work and to provide access to City's property and easements. However, the City does not guarantee the accuracy or correctness of the documents so provided. Notwithstanding the foregoing, Professional shall be entitled to use and rely upon information provided by the City in performing the services required under this Agreement only to the extent and level specified by the City in writing for each document provided. Nothing contained herein shall be construed to require the City to provide such records in any certain format. The format in which the existing data and documentation will be provided shall be at the sole discretion of the City.

5. Standards of Performance

- a. Consultant shall perform all services under this Agreement with the care and skill ordinarily used by members of Consultant's profession practicing under the same or similar circumstances, time and locality. Opinion of probable cost shall be based upon the consultant's experience and represent its best judgement as an experienced and qualified professional. Each submittal of opinion of probable cost shall be commensurate with the project design.

Consultant shall be responsible for the technical accuracy of its services and documents resulting therefrom, and the City shall not be responsible for discovering deficiencies therein. Consultant shall correct such deficiencies without additional compensation.

- b. Codes and Standards
 - (1) All references to codes, standards, environmental regulations and/or material specifications shall be to the latest revision, including all effective supplements or addenda thereto, as of the date that the order for any necessary equipment is made by the City or that the construction specified is bid by the City.
 - (2) If any such equipment is specially manufactured, it shall be identified to the City, and the Contractor and the Seller shall present sufficient data to the City to support the design and the suitability of the equipment.

- (3) All materials specified on any City project shall be in accordance with City, ASTM, ACI, and AASHTO specifications, and with other recognized standards. Proprietary material or other materials for which no generally recognized standards exist may be used provided there has been at least five years of proven experience in the field, and such satisfactory documentation has been approved by the City's Representative.
- (4) The Work shall be designed and furnished in accordance with the most current codes and/or standards adopted by city, state, or federal government or in general custom and usage by the profession and shall comply Texas Department of Licensing and Regulation's rules and regulations, including the Texas Accessibility Standards.
- (5) The codes and standards used in the profession set forth minimum requirements. These may be exceeded by the Contractor or Consultant if superior methods are available for successful operation of equipment and/or for the construction project on which the Work is performed. Any alternative codes or regulations used shall have requirements that are equivalent or better than those in the above listed codes and regulations. Consultant shall state the alternative codes and regulations used.
- (6) Consultant agrees the services it provides as an experienced and qualified architect/engineer will reflect the professional standards, procedures and performances common in the industry for this project. Consultant further agrees that any analysis, reports, preparation of drawings, the designation or selection of materials and equipment, the selection and supervision of personnel and the performance of other services under this contract will be pursuant to the standard of performance common in the profession.
- (7) Consultant shall promptly correct any defective analysis caused by Consultant at no cost to City. The City's approval, acceptance, use of or payment for all or any part of Consultant's services hereunder or of the Work itself shall in no way alter Consultant's obligations or the City's rights under this Agreement. As applicable, Consultant shall provide the City with record "as-built" drawings relating to the Work, in an electronic format that is acceptable to the City. City shall be in receipt of record drawings, if applicable, prior to final payment.
- (8) Consultant has no control over the cost of labor, materials, equipment or services furnished by others, other than its subconsultants. Data projections and estimates are based upon Consultant's opinion based on experience and judgment. Consultant cannot and does not guarantee that actual costs and/or quantities realized will vary from the data projections and estimates prepared by Consultant.

- (9) Consultant shall submit all final construction documents in both hard copy and electronic format. Plans shall be AutoCAD compatible and all other documents shall be Microsoft Office compatible. The software versions used shall be compatible to current City standards. Other support documents for example structural calculations, drainage reports and geotechnical reports, shall be submitted in hard copy only. All Record Drawings electronic files shall be submitted to the City in PDF/TIF format.

6. Schedule

Consultant shall not proceed with the Work or any stage thereof until written notice to proceed is provided by the City's Representative. Consultant's obligation to render services specified in Exhibit B will be for the entire period necessary for the final completion of the construction of the Work. If the Consultant contributes to any delay in the schedule, Consultant will have no right to seek and shall not be entitled to any additional compensation.

7. Instruments of Service

Upon execution of this Agreement, Consultant grants to the City an ownership interest in the Instruments of Service. Consultant shall obtain similar interests from the City and Consultant's consultants consistent with this Agreement. As noted in Articles 5 & 11, Consultant shall be required to tender to City all Instruments of Service. With such ownership interest, it is expressly understood by the parties hereto that the City may use the Instruments of Service for any purposes which the City sees fit, including, but not limited to, subsequent construction, reconstruction, alteration, and/or repairs of the Project. As a condition to the City's use of the Instruments of Service, the City hereby expressly agrees to remove Consultant's name and all references to Consultant and its consultants from the Documents. Provided that this Agreement is not terminated for cause by the City, the City shall release any and all claims which the City could make arising out of or in connection with any reuse of the documents by the City.

8. Insurance

Consultant shall procure and maintain at its sole cost and expense for the duration of the Agreement, insurance against claims for injuries to person or damages to property which may arise from or in connection with the performance of the Work hereunder by Consultant, its agents, representatives, volunteers, employees or subconsultants.

- a. Consultant's insurance coverage shall be primary insurance with respect to the City, its officials, employees and agents. Any insurance or self-insurance maintained by the City, its officials, employees or agents shall be considered in excess of Consultant's insurance and shall not contribute to it. Further, Consultant shall include all subconsultants, agents and assigns as additional insureds under its policy or shall furnish separate certificates and endorsements for each such person or entity. All coverages for subconsultants and assigns shall be subject to all of the requirements stated herein.

The following is a list of standard insurance policies along with their respective minimum coverage amounts required in this Agreement:

1. Commercial General Liability
 - General Aggregate: \$2,000,000
 - Products & Completed Operations Aggregate: \$2,000,000
 - Personal & Advertising Injury: \$1,000,000
 - Per Occurrence: \$1,000,000
 - Fire Damage \$500,000
 - Waiver of Subrogation required.
 - Coverage shall be broad form.
 - No coverage shall be deleted from standard policy without notification of individual exclusions being attached for review and acceptance.
2. Business Automobile Policy
 - Combined Single Limits: \$1,000,000
 - Coverage for "Any Auto"
 - Waiver of Subrogation required.
3. Errors and Omissions
 - Limit: \$1,000,000 for this project.
 - For all architects, engineers, and/or design companies
 - Claims-made form is acceptable
 - Coverage will be in force for one (1) year after completion of the Project.
 - Waiver of Subrogation required.
4. Workers' Compensation
 - Statutory Limits
 - Employer's Liability \$500,000
 - Waiver of Subrogation required.

b. The following shall be applicable to all policies of insurance required herein.

1. Insurance carrier for all liability policies must have an A.M. Best Rating of A:VIII or better.
2. Only insurance carriers licensed and admitted to do business in the State of Texas will be accepted.
3. Liability policies must be on occurrence form. Errors and Omissions can be on claims-made form.
4. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled or reduced in coverage or in limits except after thirty (30) days' prior written notice by mail, return receipt requested, has been given to the City.

5. The City, its officers, agents and employees are to be added as Additional Insureds to all liability policies, with the exception of the Workers Compensation and Errors and Omissions Policies required herein.
6. Upon request and without cost to the City, certified copies of all insurance policies and/or certificates of insurance shall be furnished to the City.
7. Upon request and without cost to the City, loss runs (claims listing) of any and/or all insurance coverages shall be furnished to the City.
8. All insurance required herein shall be secured and maintained in a company or companies satisfactory to the City, and shall be carried in the name of Consultant. Consultant shall provide copies of insurance policies and endorsements required hereunder to the City on or before the effective date of this Agreement.

9. **Indemnification and Release**

CONSULTANT AGREES TO AND SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND THE CITY, ITS OFFICERS, AGENTS, AND EMPLOYEES (HEREINAFTER REFERRED TO AS THE "CITY") FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS AND LIABILITY OF EVERY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES, FOR INJURY TO OR DEATH OF ANY PERSON, FOR DAMAGE TO ANY PROPERTY OR FOR ANY BREACH OF CONTRACT TO THE EXTENT ARISING OUT OF OR IN CONNECTION WITH AN ACT OF NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY THE PROFESSIONAL OR THE CONSULTANT'S AGENT, CONSULTANT UNDER CONTRACT, OR ANOTHER ENTITY OVER WHICH THE CONSULTANT EXERCISES CONTROL (COLLECTIVELY CONSULTANT'S PARTIES). IT IS THE EXPRESSED INTENTION OF THE PARTIES HERETO, BOTH CONSULTANT AND THE CITY, THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH IS INDEMNITY BY CONSULTANT TO INDEMNIFY AND PROTECT THE CITY FROM THE CONSEQUENCES OF CONSULTANT'S PARTIES' OWN WILLFUL MISCONDUCT, JOINT OR SOLE NEGLIGENCE AS WELL AS THE CONSULTANT'S PARTIES' INTENTIONAL

TORTS, INTELLECTUAL PROPERTY INFRINGEMENTS, AND FAILURES TO MAKE PAYMENTS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT. SUCH INDEMNITY SHALL NOT APPLY, HOWEVER, TO LIABILITY ARISING FROM THE PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE OF PERSONS THAT IS CAUSED BY OR RESULTS FROM THE NEGLIGENCE OF ANY PERSON OTHER THAN THE CONSULTANT'S PARTIES. IN THE EVENT THAT ANY ACTION OR PROCEEDING IS BROUGHT AGAINST THE CITY FROM WHICH THE CITY IS INDEMNIFIED, CONSULTANT FURTHER AGREES AND COVENANTS TO DEFEND THE ACTION OR PROCEEDING BY LEGAL COUNSEL ACCEPTABLE TO THE CITY. THE INDEMNITY PROVIDED HEREINABOVE SHALL SURVIVE THE TERMINATION AND/OR EXPIRATION OF THIS AGREEMENT.

By this Agreement, the City does not consent to litigation or suit, and the City hereby expressly revokes any consent to litigation that it may have granted by the terms of this Contract or any other contract or agreement, any charter, or applicable state law. Nothing herein shall be construed so as to limit or waive the City's sovereign immunity. Consultant assumes full responsibility for its services performed hereunder and hereby releases, relinquishes and discharges the City, its officers, agents, and employees from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to or death of any person (whether they be either of the parties hereto, their employees, or other third parties) and any loss of or damage to property (whether the property be that of either of the parties hereto, their employees, or other third parties) that is caused by or alleged to be caused by, arising out of, or in connection with Consultant's services to be performed hereunder. This release shall apply with respect to Consultant's services regardless of whether said claims, demands, and causes of action are covered in whole or in part by insurance.

10. Subcontractors and Subconsultants

Consultant shall receive written approval of the City's Representative prior to the use of any subcontractors or subconsultants. A copy of all proposed contracts with subconsultants and/or subcontractors shall be given to the City before execution of such contracts.

11. Termination of Consultant

The City, besides all other rights or remedies it may have, shall have the right to terminate this Agreement without cause upon written notice from the City Manager to Consultant of the City's election to do so. Furthermore, the City may immediately and without notice terminate this Agreement if Consultant breaches this Agreement. A breach of this Agreement shall include, but not be limited to, the following:

- (a) failing to pay insurance premiums, liens, claims or other charges;
- (b) failing to pay any payments due the city, state, or federal government from Consultant or its principals, including, but not limited to, any taxes, fees, assessments, liens, or any payments identified in this Agreement;
- (c) the institution of voluntary or involuntary bankruptcy proceeding against Consultant;
- (d) the dissolution of Consultant;
- (e) refusing or failing to prosecute the Work or any separable part, with the diligence that will ensure its completion within the time specified in this Agreement;
- (f) failing to complete Work within the time period specified in this Agreement; and/or
- (g) the violation of any provision of this Agreement.

Upon delivery of any notice of termination required herein, Consultant shall discontinue all services in connection with the performance of the Agreement. Within ten (10) days after receipt of the notice of termination, Consultant shall submit a final statement showing in detail the services satisfactorily performed and accepted and all other appropriate documentation required herein for payment of services. At the same time that the final statement is tendered to the City, Consultant shall also tender to the City's Representative all of Consultant's instruments of service, including all drawings, special provisions, field survey notes, reports, estimates, and any and all other documents or work project generated by Consultant under this Agreement, whether complete or not, in an acceptable form and format together with all unused materials supplied by the City. No final payment will be made until all such instruments of service and materials supplied are so tendered.

If this Agreement is terminated for cause, Consultant shall be liable for any damage to the City resulting therefrom. This liability includes any increased costs incurred by the City in completing Consultant's services. The rights and remedies of the City in this section are in addition to any other rights and remedies provided by law or under this Agreement.

12. Records

Within ten days of the City's request and at no cost to the City, the City will be entitled to review and receive a copy of all documents that indicate work on the Project that is subject to this Agreement.

13. Supervision of Consultant

Consultant is an independent contractor and the City neither reserves nor possesses any right to control the details of the Work performed by Consultant under the terms of this Agreement.

14. Billing

The City shall have thirty (30) days to pay Consultant's invoices from the date of receipt of such invoices and necessary backup information. All invoices must identify with specificity the work or services performed and the date(s) of such work or services. In the event of a disputed or contested invoice, the parties understand and agree that the City may withhold the portion so contested, but the undisputed portion will be paid. Consultant shall invoice the City for work

performed no more than once a month and may not invoice the City for work not performed. Invoices shall be received by the City no later than sixty calendar (60) days from the date Consultant and/or its subconsultants perform the services or incur the expense. Failure by Consultant to comply with this requirement shall result in Consultant's invoice being denied and the City being relieved from any liability for payment of the late invoice.

15. Indebtedness.

If Consultant, at any time during the term of this Agreement, incurs a debt, as the word is defined in section 2-662 of the Code of Ordinances of the City of Baytown, it shall immediately notify the City's Director of Finance in writing. If the City's Director of Finance becomes aware that Consultant has incurred a debt, the City's Director of Finance shall immediately notify Consultant in writing. If Consultant does not pay the debt within 30 days of either such notification, the City's Director of Finance may deduct funds in an amount equal to the debt from any payments owed to Consultant under this Agreement, and Consultant waives any recourse therefor.

16. Verifications.

The Consultant makes the following verifications in accordance with Chapters 2271 and 2274 of the Texas Government Code:

- a. the Consultant does not boycott Israel and will not boycott Israel during the term of the contract to be entered into with the City of Baytown;
- b. the Consultant does not boycott energy companies and will not boycott energy companies during the term of the contract to be entered into with the City of Baytown; and
- c. the Consultant does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of the contract against a firearm entity or firearm trade association.

17. Reputation in the Community

Consultant shall retain a high reputation in the community for providing professional architectural/engineering services. Consultant shall forward a copy of any current petition or complaint in any court of law which (a) asserts a claim for \$50,000 or more for errors or omissions in providing architectural/engineering services and/or (b) seeks to deny Consultant the right to practice architecture/engineering or to perform any other services in the state of Texas.

18. Payroll and Basic Records

- a. Consultant shall maintain payrolls and basic payroll records during the course of the work performed under this Agreement and shall preserve them for a period of three years from the completion of the work called for under this Agreement for all personnel working on such work. Such records shall contain the name and address of each such employee, social security number, correct classification, hourly rates of wages paid, daily and weekly number of hours worked, deductions made and actual wages paid.

- b. Consultant shall make the records required to be maintained under the preceding subsection (a) of this section available at no cost to the City for inspection, copying or transcription or its authorized representatives within fifteen days of the City's request therefor. Consultant shall permit such representatives to interview Consultant's employees during working hours on the job.

19. Governing Law

This Agreement has been made under and shall be governed by the laws of the state of Texas. The parties further agree that performance and all matters related thereto shall be in Harris County, Texas.

20. Notices

Unless otherwise provided in this Agreement, any notice provided for or permitted to be given must be in writing and delivered in person or by depositing same in the United States mail, postpaid and registered or certified, and addressed to the party to be notified, with return receipt requested, or by delivering the same to an officer of such party. Notice deposited in the mail as described above shall be conclusively deemed to be effective, unless otherwise stated in this Agreement, from and after the expiration of three (3) days after it is so deposited.

For the purpose of notice, the addresses of the parties shall be as follows unless properly changed as provided for herein below:

For the City:

CITY OF BAYTOWN
Attn: City Manager
P. O. Box 424
Baytown, Texas 77522-0424

For Consultant:

CP&Y Inc.
11757 Katy Freeway
STE 1540
Houston, TX 77079

Each party shall have the right from time to time at any time to change its respective address and each shall have the right to specify a new address, provided that at least fifteen (15) days' written notice is given of such new address to the other party.

21. No Third-Party Beneficiary

This Agreement shall not bestow any rights upon any third party, but rather, shall bind and benefit Consultant and the City only. No person or entity not a signatory to this Agreement shall be entitled to rely on Professional's performance of its services hereunder, and no right to assert a claim against Professional by assignment of indemnity rights or otherwise shall accrue to a third party as a result of this Agreement or the performance of Professional's services hereunder.

22. No Right to Arbitration

Notwithstanding anything to the contrary contained in this Agreement, the City and Consultant hereby agree that no claim or dispute between the City and Consultant arising out of or relating to this Agreement shall be decided by any arbitration proceeding including, without limitation, any proceeding under the Federal Arbitration Act (9 U.S.C. Sections 1-14), or any applicable State arbitration statute, including, but not limited to, the Texas General Arbitration Act, provided that in the event that the City is subjected to an arbitration proceeding notwithstanding this provision, Consultant consents to be joined in the arbitration proceeding if Consultant's presence is required or requested by the City of complete relief to be recorded in the arbitration proceeding.

23. Waiver

No waiver by either party to this Agreement of any term or condition of this Agreement shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.

24. Complete Agreement

This Agreement represents the entire and integrated agreement between the City and Consultant in regard to the subject matter hereof and supersedes all prior negotiations, representations or agreements, either whether written or oral, on the subject matter hereof. This Agreement may only be amended by written instrument approved and executed by both of the parties. The City and Consultant accept and agree to these terms.

25. No Assignment

Consultant may not sell or assign all or part interest in this Agreement to another party or parties without the prior express written approval of the City Manager of such sale or assignment. The City may require any records or financial statements necessary in its opinion to ensure such sale or assignment will be in the best interest of the City.

26. Headings

The headings used in this Agreement are for general reference only and do not have special significance.

27. Severability

All parties agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Agreement, which shall continue in full force and effect.

28. Ambiguities

In the event of any ambiguity in any of the terms of this Agreement, it shall not be construed for or against any party hereto on the basis that such party did or did not author the same.

29. Authority

The officers executing this Agreement on behalf of the parties hereby represent that such officers have full authority to execute this Agreement and to bind the party he/she represents.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in multiple copies, each of which shall be deemed to be an original, but all of which shall constitute but one and the same Agreement on the day of , 20 , the date of execution by the City Manager of the City of Baytown.

CITY OF BAYTOWN

RICHARD L. DAVIS, City Manager

ATTEST:

ANGELA JACKSON, City Clerk

APPROVED AS TO FORM:

TREVOR FANNING, Interim City Attorney

CONSULTANT:

CP&Y Inc.
(Company Name)



(Signature)

Robin Handel, P.E .

(Printed Name)

Senior Vice President

(Title)

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

Before me on this day personally appeared Robin Z. Handel, in his/her capacity as Sr. Vice President of CP&Y, on behalf of such

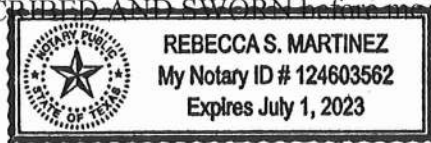
☒ known to me;

- ☐ proved to me on the oath of _____; or
☐ proved to me through his/her current _____
{description of identification card or other document issued by the federal
government or any state government that contains the photograph and signature of
the acknowledging person}

(check one)

to be the person whose name is subscribed to the foregoing instrument and acknowledged to me
that he/she executed the same for the purposes and consideration therein expressed.

SUBSCRIBED AND SWORN before me this 17th day of February, 2022



Rebecca S. Martinez
Notary Public in and for the State of Texas

R:\Karen Horner\Documents\Files\Engineering\Engineering Agreements\Forms\Forms 2021\COB Agreement.doc

EXHIBIT "A"

SCOPE OF WORK

PROJECT BACKGROUND

The existing IH-10 interchanges withing the City of Baytown are in need of improvements to adequately carry the existing and the projected traffic volumes. These interchanges include the following locations:

- IH-10 at Thompson Road
- IH-10 at John Martin Road
- IH-10 at Garth Road
- IH-10 at North Main Street
- IH-10 at Sjolander Road

The consultant shall perform traffic engineering studies at each of the interchanges to determine what improvements are necessary and then will develop construction plans for these proposed improvements.

SCOPE OF WORK

Consultant will perform the following scope of work to include Preliminary Engineering, Final Design, Bid Phase Services, and Construction Phase Services.

Basic Services

Preliminary Design Phase Services

1. Data Collection

- a. Coordinate and attend Design Kick-Off meeting with city and project stakeholders.
 - i. Review City informational resources and arrange to obtain these
 - ii. Discuss objectives of project and adjacent projects
- b. Procure such additional data as required through other services and/or sub consultants
- c. Obtain record drawings of existing utilities at each interchange from franchise utility owners
- d. Obtain record drawings from TxDOT
- e. Traffic Impact Studies for proposed developments near interchanges from City of Baytown
- f. Proposed Construction Plans for adjacent projects from TxDOT or City of Baytown including proposed improvements south of the interchange of IH-10 and Garth Road currently under design.

2. Topographic Survey

Table 1 shows the limits of the proposed survey to be conducted at each interchange. The areas between the frontage roads within the limits of the interchanges will also be surveyed.

Table 1. Survey Limits – Measured from Center of Intersections on Frontage Roads						
Interchange	EBFR (Approach)	EBFR (Departure)	WBFR (Approach)	WBFR (Departure)	Cross Street (North Leg)	Cross Street (South Leg)
IH-10 at Thompson Rd	410 ft	320 ft	450 ft	330 ft	490 ft	600 ft
IH-10 at John Martin Rd	440 ft	350 ft	385 ft	300 ft	295 ft	610 ft
IH-10 at Garth Rd	430 ft	330 ft	360 ft	320 ft	330 ft	320 ft
IH-10 at N. Main St.	570 ft	300 ft	875 ft	290 ft	290 ft	310 ft
IH-10 at Sjolander Dr.*	720 ft	285 ft	460 ft	300 ft	400 ft	500 ft

* - Survey at interchange with Sjolander Drive will include bypass roadway to the south of the eastbound frontage road

- a. Survey will be performed in accordance with City of Baytown Requirements.
- b. Establish survey baselines and temporary benchmarks
- c. Perform topographic survey along each leg of the above referenced intersections
- d. Surveys will include cross sections taken at 100-foot intervals together with additional spot elevations taken for creating a TIN file.
- e. Provide TIN Files and plan view maps with surface utilities in MicroStation format for each intersection. Survey control maps and ASCII Text files will be included.

3. Subsurface Utility Engineering Investigation

All utility investigations will be performed in accordance with ASCE 38-02: Standard Guideline for the collection and Depiction of Existing Subsurface Utility Data. SUE data will be collected within the survey limits for the projects defined in Table 1. Quality Level C/D SUE Data will be collected within the study area as defined below.

Quality Level C & D

- a. All utility locations for Quality Level "C" and "D" work will be based on the topographic features collected during the survey portion of the project and as-built information that is provided by the city and the utility owners.
 - i. Quality Level D (QL-"D") – Generally, QL-"D" indicates information collected or derived from research of existing records and/or oral discussions.
 - ii. Quality Level C (QL-"C") – Generally, QL-"C" indicates information obtained by surveying and plotting visible above-ground utility features and by using professional judgment in correlating this information to QL-"D" information.
- b. These services are for the purpose of aiding the design of the subject project by providing information related to subsurface utilities in order to allow potential utility conflicts to be minimized or eliminated.
- c. The engineer will provide services that meet the standard of care for existing subsurface utility location and mapping as established in CI/ASCE 38-02 by exercising due diligence with regard to records research and acquisition of utility information, including visually inspecting the work area for evidence of utilities and reviewing the available utility record information from the various utility owners, however, the Engineer makes no guarantee that all utilities can or will be identified and shown as there still may be utilities within the project area that are undetectable or unknown.
- d. Facilities that are discovered through field investigative efforts by the Engineer, but no plan records or ownership data can be identified will be hereafter referred to as "unknown" utilities. As part of these services,

the Engineer will provide QL-C information in the project deliverables for all unknown utilities that may be identified in the field investigation of the project. Designating and/or locating unknown utilities will typically not be part of the initial scope of work but depending on the client's needs can be added as additional work to address concerns of the project impacts of "unknown" facilities.

- e. Engineer will request utility records on all crossing utilities from the Client, public utilities and private utility companies known to provide service within the project area, as well as other sources, in an effort to develop a comprehensive inventory of utility systems likely to be encountered. Where available, Engineer will download information on existing utilities via the City's Online system. Record documents may include construction plans, system diagrams, distribution maps, transmission maps, geographic information system data, as well as oral descriptions of the existing systems. The depiction of utilities from records (QL-"C" or "D") will be based on thorough field and office activities and shall be based on the most reliable indication of position available.
- f. Engineer will create and call in locate tickets for Texas 811 for the project areas. Timing of locates will be coordinated with Engineer's surveying staff to help ensure that locates are performed in concert with surveying operations.
- g. As part of the services provided in the Topographic and Boundary Survey Phase, the Engineer will visibly investigate surface features and appurtenances or all utility systems shown on the record drawings that are included within the project site, including but not limited to:
 - i. Wastewater manholes (including measure down)
 - ii. Storm sewer manholes (including measure down)
 - iii. Communication/fiber manholes
 - iv. Hand holds
 - v. Pull boxes
 - vi. Water valves
 - vii. Water meters
 - viii. Fire hydrants
 - ix. Cleanouts
 - x. Blow-offs
 - xi. Pedestals (communication, fiber, electric)
 - xii. Gas meters
 - xiii. Signal boxes
 - xiv. Electric poles (transmission and distribution)
 - xv. Electric transformers
 - xvi. Light poles
 - xvii. Utility signs
- h. Prepare documentation of the utilities encountered and marked by Texas 811, including their general location, orientation, type & size, if known.
- i. Deliverable will consist of a Quality Level C/D – 2d (DGN) file depicting all sub-surface utilities found from record drawings and above ground appurtenances. The drawing will be signed and sealed by a Professional Engineer licensed in the State of Texas.

Level "B" SUE will also be performed in areas where it is deemed necessary based on impacts of the proposed roadway construction to existing utilities in the project area as noted below:

Quality Level "B"

- a. Designate: Two-dimensional horizontal mapping. This information is obtained through the application and interpretation of appropriate non-destructive surface geophysical methods. Utility indications are referenced to established survey control. Incorporates quality levels C and D.
- b. As requested, compile "As Built" information from plans, plats and other location data as provided by the utility owners.
- c. Coordinate with the utility owner when utility owner's policy is to designate their own facilities at no cost for preliminary survey purposes. The engineer shall examine utility owner's work to ensure accuracy and completeness.
- d. Designate, record, and mark the horizontal location of existing utility facilities and their service laterals to existing buildings using non-destructive surface geophysical techniques. No storm sewer facilities are to be designated unless authorized by PM. A non-water base paint, utilizing the APWA color code scheme, must be used on all surface markings of underground utilities.
- e. Correlate utility owner records with designating data and resolve discrepancies using professional judgment. It is understood that line sizes of designated utilities are from the best available records and that an actual line size is determined from a test hole vacuum excavation. The engineer shall place a note stating, "line sizes are from best available records".
- f. Clearly identify all utilities that were discovered from quality levels C and D investigation (see below) but cannot be depicted in quality level B standards. These utilities must have a unique line style and symbology in the designate (Quality Level B) deliverable.

Level "A" SUE test holes will also be performed at specific locations where it is deemed necessary based on impacts of the proposed roadway construction to existing utilities in the project area as noted below

Level "A" Test Holes

- a. Quality Level A – Review requested test-hole locations and advise PM in the development of an appropriate test-hole work plan relative to the existing utility infrastructure and proposed roadway design elements.
- b. Coordinate with PM and utility owner inspectors as may be required by utility owner policy.
- c. Neatly cut and remove existing pavement material per City Standards unless unusual circumstances exist.
- d. Measure and record the following data on an appropriately formatted test hole data sheet that has been sealed and dated by the responsible engineer:
 - i. Elevation of top and/or bottom of utility tied to the datum of the furnished plan
 - ii. Identify a minimum of two benchmarks utilized
 - iii. Elevations shall be within an accuracy of 15mm (0.591 inches) of utilized benchmarks
 - iv. Elevation of existing grade over utility at test hole location
 - v. Horizontal location referenced to project coordinate datum
 - vi. Outside diameter of pipe or width of duct banks and configuration of non-encased multi-conduit systems
 - vii. Utility facility material(s)
 - viii. Utility facility condition
 - ix. Pavement thickness and type
 - x. Coating/Wrapping information and condition
 - xi. Unusual circumstances or field conditions

- e. Excavate test holes in such a manner as to prevent any damage to wrappings, coatings, cathodic protection or other protective coverings and features. Water excavation can only be utilized with written approval from the City.
- f. Be responsible for any damage to the utility during the locating process. In the event of damage, the Consultant shall stop work, notify the appropriate utility facility owner, PM and appropriate regulatory agencies. The regulatory agencies include but are not limited to the Railroad Commission of Texas and the Texas Commission on Environmental Quality. The Consultant shall not resume work until the facility owner has determined the corrective action to be taken. The Consultant shall be liable for costs involved in the repair or replacement of the utility facility.
- g. Back Fill excavations with appropriate material, compact backfill by mechanical means, and restore pavement and surface material. The Consultant shall be responsible for the integrity of the backfill and surface restoration for a period of three years. Install a marker ribbon throughout the backfill.
- h. Furnish and install a permanent above ground marker (as may be specified by PM, directly above center line of the utility facility).
- i. Provide complete restoration of work site and landscape to equal or better condition that before excavation. If a work site and landscape is not appropriately restored, the Consultant shall return to correct the condition at no extra charge to the City.
- j. Return plans, profiles, and test hole data sheets to PM.
- k. If requested, conduct a review of the findings with PM.
- l. Close-out permits as required.

4. Traffic Study

Perform traffic study at each interchange to determine required improvements to improve operations. Project goal is to provide LOS D during peak periods of traffic under future year conditions (25 years after opening year of project).

Perform the following tasks in preparation of traffic study:

- a. Collect 24-Hour Turning Movement Counts (Weekday) at intersections of:
 - i. IH-10 Frontage Roads and Thompson Road
 - ii. IH-10 Frontage Roads and John Martin Road
 - iii. IH-10 Frontage Roads and Garth Road
 - iv. IH-10 Frontage Roads and North Main Street
 - v. IH-10 Frontage Roads and Sjolander Drive
- b. Determine peak hour traffic counts at each interchange for AM and PM Peak Periods
- c. Calculate Projected Traffic Volumes for Design Year at each interchange (Opening Year + 25 Years) using annual growth rate of 3.0%
- d. Develop SYNCHRO models for each interchange
 - i. Separate Models for AM & PM Peak Periods
 - 1. Existing Conditions (2021)
 - 2. Proposed Future Year Conditions (Opening Year + 25) No-Build Conditions
 - 3. Proposed Future Year Conditions (Opening Year + 25) Conditions with Proposed Improvements
 - ii. Use ICU (Intersection Capacity Utilization) methodology for calculating LOS in SYNCHRO models
 - iii. Calibrate existing conditions models so they are accurately representing existing traffic conditions during peak periods
 - iv. Perform SimTraffic Simulations and develop Measures of Effectiveness (MOE) for determining. For each scenario a minimum of 5 runs will be performed. For each run, network will be seeded for 10

minutes and simulation will be run for 60 minutes. Average MOEs from each of the 5 runs will be obtained for use in comparison.

- e. Develop letter report for each interchange (separate letter for each interchange) which will contain the following:
 - i. Study Methodology
 - ii. Summary of Traffic Data Collected
 - iii. Results of SYNCHRO/SimTraffic Modeling
 - iv. Proposed Recommendations to be designed at each interchange
- f. Engineer shall provide guidance to the city regarding the use of 3-phase vs 4-phase TTI phasing at each of the interchanges and how these are to be coded in the controllers for each interchange.

5. Preliminary Roadway Design

- a. Prepare horizontal alignments/layouts for all proposed project alternatives necessary to fully describe the project scope, anticipated limitations, and potential project impacts.
 - i. Design vehicle at each interchange will be WB-64 (Tractor-Trailer)
- b. Perform preliminary hydrology and hydraulic calculations as deemed necessary based on relocation of inlets, storm sewers, etc. based on proposed roadway improvement plans
- c. Identify all necessary permits and approvals required for design approval and construction
- d. Develop proposed construction methodology and materials.
- e. Recommend value engineering options (alternative design, construction methods, procurement, etc.) that may improve efficiency, expedite the schedule, or reduce project costs.
- f. Develop Opinion of Probable Construction Cost (OPCC) with a 15% contingency
- g. Develop project schedule for proposed design and construction in MS Project format (Notice-to-Proceed to construction completion).
- h. Prepare 30% level construction plans
 - i. Title Sheet
 - ii. Index of Sheets
 - iii. Existing and Proposed Typical Sections
 - iv. Preliminary Traffic Control Plan Sheets
 - v. Alignment Data Sheets
 - vi. Plan and Profile Sheets
 - vii. Preliminary Design Cross Sections
- i. Identify special specifications or special provisions needed, if any, and provide a list to the City Project Manager
- j. Identify areas where additional ROW will be required, if necessary.

6. Utility Coordination

- a. Establish contact with existing utilities within and adjacent to the proposed projects
 - i. Obtain record drawings of existing utility facilities in vicinity of each interchange
- b. Determine locations of possible utility conflicts during preliminary design phase
- c. Conduct Utility Coordination Meeting following 30% design approval to present project to utilities along with timelines for relocation

7. Coordination with Other Agencies

- a. Coordinate with Harris County regarding requirements for roadway design within Harris County Right of Way. Engineer shall obtain design approval for the proposed improvements within Harris County Right of Way.

- b. Coordinate with TxDOT regarding requirements for roadway design within TxDOT Right of Way. Engineer shall obtain design approval for the proposed improvements from TxDOT along with permits.
- c. Coordinate with City Project Manager regarding the need for internal city and public communication regarding temporary lane closures for field work, if needed.

Preliminary Design Phase Deliverables

- Topographic and ROW Survey at each interchange
- SUE information at each interchange
- Geotechnical investigation Report outlining methodology of the study, results, and proposed recommendations.
- Environmental reports developed for each interchange and list of anticipated impacts and required permits for construction
- Letter report for each interchange outlining traffic study methodology, results, and proposed recommendations at each interchange.
- 30% Construction Plans for proposed Improvements
- Project Schedule in MS Project Format
- Opinion of Probable Construction Cost (OPCC) for each interchange
- List of special specifications or special provisions, if needed
- Utility Conflict Matrix with list of proposed utility conflicts and contact information for utility owners

Final Design Phase Services

Prepare Construction Plans and Specifications: including necessary design information for the selected alternative sufficient to achieve all detailed design milestones. Submit for review detailed construction plans at 60%, 90%, and 100% design stages. Submit design specifications beginning at 60% design stage and bid forms and completed "front end documents" beginning at 90% design stage.

Construction plans will be developed for the following interchanges:

- IH-10 Frontage Roads and Thompson Road
- IH-10 Frontage Roads and John Martin Road
- IH-10 Frontage Roads and Garth Road
- IH-10 Frontage Roads and North Main Street
- IH-10 Frontage Roads and Sjolander Drive

The proposed improvements which are designed will be based on the results of the traffic study which is performed in the Preliminary Design Phase of this project.

Final Design Phase services to include the development of the following items:

8. Construction Plans

- a. Title Sheet
- b. Index of Sheets
- c. Existing and Proposed Typical Sections
- d. Summary of Quantity Sheets
- e. Traffic Control Plan Layouts and Typical Sections
- f. Survey Control Sheets
- g. Alignment Data Sheets
- h. Roadway Plan and Profile Sheets
- i. Intersection Grading Sheets
- j. Driveway Detail Sheets
- k. Drainage Area Maps
- l. Hydraulic Calculation Sheets

- m. Storm Sewer Modification Sheets
- n. Utility Plan Sheets – Existing and Proposed Relocations
- o. Traffic Signal Modification Sheets
 - i. Engineer to minimize impacts to existing signals as much as possible
 - ii. Engineer to design new detection at each interchange (Econolite EVO Radar)
 - iii. Engineer to design upgrades of all interchanges to operate as Isolated Adaptively Timed Intersections using SynchroGreen. Engineer shall coordinate with Trafficware to determine required locations of detection zones and other timing parameters to operate with this software.
- p. Signing and Pavement Marking Sheets
- q. Stormwater Pollution Prevention Plan (SW3P) Sheets

9. Project Manual Development

- a. Completed “front end documents” at 60%, 90%, and 100%, including
 - i. Division 0
 - ii. Division 1
 - iii. Division 2
 - iv. Division 3
- b. Bid Form with Project Quantities

10. Opinion of Probable Construction Cost

- a. Submitted at 60% submittal, with a 15% contingency
- b. Submitted at 90% submittal, with a 10% contingency
- c. Submitted at 100% submittal, with a 5% contingency

11. Proposed Construction Schedule in MS Project Format

- a. Submitted at 60%, 90%, and 100% design stages

12. Coordination with Other Agencies

- a. Perform all necessary coordination with other agencies including TxDOT, Harris County, and any other external regulatory and permitting agencies.
- b. Identify, acquire and submit all necessary permits and approvals required for construction

13. Final Construction Package

- a. Hold Technical Review Committee (TRC) Meeting with the City.
- b. Prepare bid set for distribution via City’s electronic bidding/procurement system.

14. Utility Coordination

- a. Conduct additional utility coordination meetings following 60% & 90% Construction Plan Submittals
- b. Develop work plan for relocation of the utilities prior to commencement of construction of the roadway project including timelines for utility relocation and roadway construction.
- c. Obtain in writing from each utility franchise owner verification that their facilities are either clear of the proposed roadway construction or will be relocated based on the required dates in the work plan.
- d. Maintain utility conflict matrix for each interchange throughout the life of the project

Bid Phase Services

Provide support to City of Baytown during the bid phase for the project. The services to be provided will include:

15. Bid-Ready Package

- a. Electronic Copy of bid-ready package to City PM

- b. Notice to Bidders (NTB) and list of bid items to PM in an electronic form appropriate for the electronic procurement.
- c. Respond to bidder questions and draft Addenda in coordination with the City
- d. Assist with creation of bid proposal

16. Recommendation of Award

- a. Prepare Engineer's Recommendation of Award Letter that includes the following:
 - i. Check for math errors and reconcile any mathematical discrepancies
 - ii. Review of unbalanced bid items
 - iii. Certified Bid Tabulation including Engineer's Estimate
 - iv. Review of contractor's financial standing and references
 - v. Explanation of discrepancies between the Engineer's estimate and bids
 - vi. Recommendation to award

17. Contract Documents

Produce and transmit five (5) sets of engineering design and project manuals in hard copy, and one electronic format copy to the City's Project Manager, in a format ready for execution with City's Notice of Intent to Award (NOI).

18. Meetings

- a. Attend Pre-Bid Conference
- b. Attend Bid Opening
- c. Attend City Council meeting and recommendation for Award of Construction Contract

Construction Phase Services

It is anticipated that the City will provide construction management, daily inspection, and construction materials testing as needed. Consultant will support the City's Construction Manager with the following tasks.

19. Meetings

- a. Attend pre-construction meeting to provide information & answer questions
- b. Attend monthly progress meetings with Construction Manager & contractor

20. Review Submittals

- b. Review/Comment on Shop Drawings in coordination with City Construction Manager and Project Manager
- c. Respond to Requests for Information (RFI) in coordination with City Construction Manager and Project Manager
- d. Respond to Requests for Change Orders (RCO) in coordination with City Construction Manager and Project Manager
- e. Coordination with Construction Manager on Change Directives and Change Orders

21. Monthly Pay Applications

- a. Review & approve monthly pay applications in coordination with Construction Manager

22. Interpretive Guidance

- a. Provide interpretive guidance for Contractor and City's Construction Manager in resolution of construction issues

23. Construction Administration

- a. Coordinate with City Construction Manager and Project Manager regarding the public communication related to temporary road closures and lane/driveway closures as needed.

- b. Provide periodic and final assessments and tests reports, as required.
- c. Coordinate with Construction Manager to review progress of work for Substantial Completion with production of punch list; substantiation that items are completed; and issue both Certificate of Substantial Completion & Final Acceptance
- d. Issue letter to City recommending acceptance & release of final payment

24. Record Drawings

- a. Provide record drawings from contractor's as-builts in electronic format

Additional Services

Consultant can provide additional services, if needed, upon the issuance of a written change in scope. Any additional fee due as a result of the material change to the Scope of Services shall be agreed upon in writing by both parties prior to the services being performed.

EXHIBIT "B"
Summary

IH-10 Interchange Improvements
City of Baytown

Basic Services					
Phase	CP&Y	GGI (DBE)	WGC (DBE)	Total	Percentage
Preliminary Design Phase Services	\$106,596.00		\$71,150.00	\$177,746.00	48.70%
Final Design Phase Services	\$94,140.00	\$60,135.00		\$154,275.00	42.27%
Bid Phase Services	\$6,305.00			\$6,305.00	1.73%
Construction Phase Services	\$26,620.00			\$26,620.00	7.29%
Totals	\$233,661.00	\$60,135.00	\$71,150.00	\$364,946.00	100.00%

CP&Y - CP&Y, Inc.
GG - Gradient Group, LLC (DBE)
WGC - Western Group Consultants

Key Staff

Project Manager: Brian Jones, PE
Quality Manager: Zach Stone, PE
Senior Engineer: Marcel Strachan, PE
Senior Engineer: Q Javed, PE

EXHIBIT "B"

Detailed Summary

EXHIBIT B
City of Baytown - IH-10 Interchange Improvements
LEVEL OF EFFORT SUMMARY

Project Name: IH-10 Intechange Improvements
Date Provided: 1/27/2022

Basic Services

Task	CP&Y, Inc.	WGC	Gradient	Total
Preliminary Design Phase Services				
Task 1 - Data Collection				
Design Kick-Off Meeting with City and Stakeholders	\$475.00			\$475.00
Coordination for Collection of additional Data: As-Builts, Adjacent Traffic Studies, etc.	\$475.00			\$475.00
Task 1 Sub-Total				\$950.00
Task 2 - Topographic Survey				
Topographic Surveys - 13,800 Linear Feet		\$41,400.00		\$41,400.00
Prepare Plan View Maps and survey control maps		\$17,250.00		\$17,250.00
TIN files for all 5 Interchanges		\$12,500.00		\$12,500.00
Task 2 Sub-Total				\$71,150.00
Task 3 - Subsurface Utility Engineering Investigation				
Records Research	\$5,040.00			\$5,040.00
Production/QA of QL "C" & "D" Deliverables (Microstation)	\$23,980.00			\$23,980.00
Project Meetings / Safety Orientation	\$1,120.00			\$1,120.00
Contract Administration	\$336.00			\$336.00
Level "B" Designation of Existing Utilities (2-Man SUE Crew)	\$5,280.00			\$5,280.00
Level "A" Test Holes (Estimated 8 ea @ \$2600/ea)	\$20,800.00			\$20,800.00
Task 3 Sub-Total				\$35,756.00
Task 4 - Traffic Study				
Coordination for Collection of Traffic Counts	\$210.00			\$210.00
Determine Peak Hour Traffic Counts at Interchanges (AM/PM Peaks)	\$650.00			\$650.00
Calculate Projected Traffic Volumes for Design Year (Opening Year + 25)	\$650.00			\$650.00
Develop SYNCHRO Models	\$0.00			\$0.00
a. Existing Conditions	\$2,620.00			\$2,620.00
b. Projected Conditions (No-Build)	\$1,300.00			\$1,300.00
c. Projected Conditions (With Improvements)	\$3,480.00			\$3,480.00
d. Perform SimTraffic Simulations (5 Runs) - Existing Conditions	\$1,300.00			\$1,300.00
e. Perform SimTraffic Simulations (5 Runs) - Projected Conditions (No-Build)	\$1,300.00			\$1,300.00
d. Perform SimTraffic Simulations (5 Runs) - Projected Conditions (With Improvements)	\$1,740.00			\$1,740.00
e. Develop Measures of Effectiveness from SimTraffic and SYNCHRO	\$1,555.00			\$1,555.00
Develop letter traffic report for each Interchange	\$0.00			\$0.00
a. IH-10 and Thompson Road	\$1,975.00			\$1,975.00
b. IH-10 and John Martin Road	\$1,975.00			\$1,975.00
c. IH-10 and Garth Road	\$1,975.00			\$1,975.00
d. IH-10 and North Main Street	\$1,975.00			\$1,975.00
e. IH-10 and Sjolander Drive	\$1,975.00			\$1,975.00
Task 4 Sub-Total				\$24,680.00
Task 5 - Preliminary Roadway Design				
Prepare horizontal alignments/layouts for all proposed project alternatives	\$5,450.00			\$5,450.00
Preliminary hydrology/hydraulic calculations	\$4,010.00			\$4,010.00
Identify all necessary permits and approvals required for design approval	\$1,260.00			\$1,260.00
Develop proposed construction methodology and materials (Preliminary Sequencing)	\$4,060.00			\$4,060.00
Recommend Value Engineering Options	\$750.00			\$750.00
Develop Opinion of Probable Construction Cost	\$1,915.00			\$1,915.00
Develop Project Schedule for Proposed Design and Construction (MS Project Format)	\$795.00			\$795.00
Identify areas where additional ROW will be required	\$430.00			\$430.00
Task 5 Sub-Total				\$18,670.00
Task 6 - Utility Coordination				
Establish Contact with Utility Companies and Obtain Record Drawings	\$540.00			\$540.00
Determine locations of possible utility conflicts	\$1,390.00			\$1,390.00
Conduct Utility Coordination Meeting following 30% design approval (Includes Prep Time)	\$1,090.00			\$1,090.00
Task 6 Sub-Total				\$3,020.00
Task 7 - Coordination with Other Agencies				
Harris County Coordination (Assume 1 Meeting in Preliminary Design Phase)	\$950.00			\$950.00
TxDOT Coordination (Assume 1 Meeting in Preliminary Design Phase)	\$950.00			\$950.00
Public Communication	\$820.00			\$820.00
Task 7 Sub-Total				\$2,720.00
Totals	\$106,596.00	\$71,150.00	\$0.00	\$177,746.00

Final Design Phase Services

Task 8 - Construction Plans

Title Sheet	\$535.00			\$535.00
Index of Sheets	\$1,440.00			\$1,440.00
Existing and Proposed Typical Sections	\$9,700.00		\$405.00	\$10,105.00
Summary of Quantity Sheets	\$9,250.00		\$2,130.00	\$11,380.00
Traffic Control Plan Layouts and Typical Sections	\$10,990.00		\$4,710.00	\$15,700.00
Survey Control Sheets	\$525.00			\$525.00
Alignment Data Sheets	\$905.00			\$905.00
Roadway Plan and Profile Sheets	\$10,285.00		\$12,735.00	\$23,020.00
Intersection Grading Sheets	\$4,680.00		\$6,885.00	\$11,565.00
Driveway Detail Sheets	\$4,790.00			\$4,790.00
Drainage Area Maps	\$2,835.00		\$2,340.00	\$5,175.00
Hydraulic Calculation Sheets	\$3,470.00		\$3,795.00	\$7,265.00
Storm Sewer Modification Sheets	\$4,740.00		\$6,615.00	\$11,355.00
Utility Plan Sheets	\$3,380.00		\$4,350.00	\$7,730.00
Traffic Signal Modification Sheets	\$7,970.00		\$5,130.00	\$13,100.00
Signing and Pavement Marking Sheets	\$4,060.00		\$2,670.00	\$6,730.00
SW3P Plans	\$1,300.00		\$3,150.00	\$4,450.00

Task 8 Sub-Total \$135,770.00

Task 9 - Project Manual Development

Completed "Front End Documents"	\$2,340.00			\$2,340.00
Bid Form with Project Quantities	\$750.00			\$750.00

Task 9 Sub-Total \$3,090.00

Task 10 - Opinion of Probable Construction Cost

Develop and Maintain Opinion of Probable Construction Cost	\$1,945.00		\$1,245.00	\$3,190.00
--	------------	--	------------	------------

Task 10 Sub-Total \$3,190.00

Task 11 - Proposed Construction Schedule in MS Project Format

Develop and Maintain Construction Schedule	\$1,060.00			\$1,060.00
--	------------	--	--	------------

Task 11 Sub-Total \$1,060.00

Task 12 - Coordination with Other Agencies

Harris County Coordination (Assume 2 Meetings)	\$950.00			\$950.00
TxDOT Coordination (Assume 2 Meetings)	\$950.00		\$930.00	\$1,880.00
Obtain all necessary approvals and permits for construction from Harris County & TxDOT	\$1,090.00			\$1,090.00

Task 12 Sub-total \$3,920.00

Task 13 - Final Construction Package

Bid Set for Distribution via City's electronic bidding/procurement system	\$850.00		\$1,365.00	\$2,215.00
---	----------	--	------------	------------

Task 13 Sub-Total \$2,215.00

Task 14 - Utility Coordination

Utility Coordination Meetings at 60% and 90% - Assume 2 Meetings	\$640.00		\$1,680.00	\$2,320.00
Work Plan for Utility Relocation	\$650.00			\$650.00
Coordination with Utilities to obtain clearance	\$1,520.00			\$1,520.00
Maintain Utility Conflict Matrix for each interchange	\$540.00			\$540.00

Task 14 Sub-Total \$5,030.00

Totals	\$94,140.00	\$0.00	\$60,135.00	\$154,275.00
---------------	--------------------	---------------	--------------------	---------------------

Bid Phase Services

Task 15 - Bid-Ready Package

Provide Bid-Ready Package and Notice to Bidders	\$0.00			\$0.00
Respond to Questions from Bidders	\$430.00			\$430.00
Prepare Addenda as necessary	\$640.00			\$640.00
Assist with Creation of Bid Proposal	\$535.00			\$535.00

Task 15 Sub-Total \$1,605.00

Task 16 - Recommendation of Award

Review Bids from Contractors (Math Errors & Unbalanced Bids)	\$860.00			\$860.00
Develop Certified Bid Tabulation	\$1,080.00			\$1,080.00
Review of Contractor's Financial Standing and References	\$420.00			\$420.00
Prepare Recommendation of Award Letter to City of Baytown	\$420.00			\$420.00

Task 16 Sub-Total \$2,780.00

Task 18 - Meetings

Pre-Bid Conference	\$640.00			\$640.00
Bid Opening	\$640.00			\$640.00
City Council Meeting for Award of Contract	\$640.00			\$640.00

Task 18 Sub-Total \$1,920.00

Totals	\$6,305.00	\$0.00	\$0.00	\$6,305.00
---------------	-------------------	---------------	---------------	-------------------

Construction Phase Services

Task 19 - Meetings

Pre-Construction Meeting	\$640.00			\$640.00
Monthly Progress Meetings (Assumed 12 Meetings)	\$9,600.00			\$9,600.00
Task 19 Sub-Total				\$10,240.00

Task 20 - Review Submittals

Review Shop Drawings	\$870.00			\$870.00
Respond to Requests for Information	\$430.00			\$430.00
Respond to Requests for Change Orders	\$430.00			\$430.00
Coordination with Construcion Manager	\$540.00			\$540.00
Task 20 Sub-Total				\$2,270.00

Task 21 - Monthly Pay Applications

Review & Approve Monthly Pay Applications	\$1,720.00			\$1,720.00
Task 21 Sub-Total				\$1,720.00

Task 22 - Interpretive Guidance

Provide Guidance to Contractor / Construction Manager	\$640.00			\$640.00
Task 22 Sub-Total				\$640.00

Task 23 - Construction Administration

Provide Periodic and Final Inspections	\$9,600.00			\$9,600.00
Coodination with Construction Manager (Review Status of Work for Substantial Completion, punch list, etc.)	\$640.00			\$640.00
Issue Letter for Acceptance and Final Payment	\$420.00			\$420.00
Task 23 Sub-Total				\$10,660.00

Task 24 - Record Drawings

Provide Record Drawings from Contractor's As-Builts	\$1,090.00			\$1,090.00
Task 24 Sub-Total				\$1,090.00

Totals	\$26,620.00	\$0.00	\$0.00	
Grand Total	\$233,661.00	\$71,150.00	\$60,135.00	\$364,946.00

EXHIBIT "B"
LEVEL OF EFFORT

CP&Y, Inc. Level of Effort - Basic Services

Task	Project Manager	Quality Manager	Senior Design Engineer	Design Engineer (P.E.)	Engineer In Training (EIT)	CADD/ Tech	SUE Project Manager	2-Man SUE Crew Level 8	2-Man SUE Crew	Utility Technician	SUE Sr CADD Technician	SUE Clerical	Total Hours	Total Fee	# Sheets	Hours Per Sheet
	\$210.00	\$210.00	\$200.00	\$155.00	\$110.00	\$105.00	\$140.00	\$165.00	\$165.00	\$126.00	\$126.00	\$84.00				
Preliminary Design Phase Services																
Task 1 - Data Collection																
Design Kick-Off Meeting with City and Stakeholders	1			1	1								3	\$475.00		
Coordination for Collection of additional Data: As-Builts, Adjacent Traffic Studies, etc.	1			1	1								3	\$475.00		
Task 1 Sub-Total													6	\$950.00		
Task 3 - Subsurface Utility Engineering Investigation																
Records Research										40			40	\$5,040.00		
Production/QA of QI "C" & "D" Deliverables (Microstation)	4		10				16				150		180	\$23,980.00		
Project Meetings / Safety Orientation							8					4	8	\$1,120.00		
Contract Administration								32					32	\$336.00		
Level "B" Designation of Existing Utilities (2-Man SUE Crew)									48	80				\$5,280.00		
Level "A" Test Holes (Estimated 8 ea @ \$2600/ea)							20							\$20,800.00		
Task 3 Sub-Total													264	\$56,556.00		
Task 4 - Traffic Study																
Coordination for Collection of Traffic Counts	1				4								1	\$210.00		
Determine Peak Hour Traffic Counts at Interchanges (AM/PM Peaks)	1				4								5	\$650.00		
Calculate Projected Traffic Volumes for Design Year (Opening Year + 25)	1				4								5	\$650.00		
Develop SYNCHRO Models														\$0.00		
a. Existing Conditions	1	1			20								22	\$2,620.00		
b. Projected Conditions (No-Build)	1	1			8								10	\$1,300.00		
c. Projected Conditions (With Improvements)	1	3			24								28	\$3,480.00		
d. Perform SimTraffic Simulations (5 Runs) - Existing Conditions	1	1			8								10	\$1,300.00		
e. Perform SimTraffic Simulations (5 Runs) - Projected Conditions (No-Build)	1	1			8								10	\$1,300.00		
d. Perform SimTraffic Simulations (5 Runs) - Projected Conditions (With Improvements)	1	1			12								14	\$1,740.00		
e. Develop Measures of Effectiveness from SimTraffic and SYNCHRO	1			3	8								12	\$1,555.00		
Develop letter traffic report for each Interchange														\$0.00		
a. IH-10 and Thompson Road	1	1		3	8	2							15	\$1,975.00		
b. IH-10 and John Martin Road	1	1		3	8	2							15	\$1,975.00		
c. IH-10 and Garth Road	1	1		3	8	2							15	\$1,975.00		
d. IH-10 and North Main Street	1	1		3	8	2							15	\$1,975.00		
e. IH-10 and Sjolander Drive	1	1		3	8	2							15	\$1,975.00		
Task 4 Sub-Total													192	\$24,680.00		
Task 5 - Preliminary Roadway Design																
Prepare horizontal alignments/layouts for all proposed project alternatives	1	2	6	12	16								37	\$5,450.00		
Preliminary hydrology/hydraulic calculations	1	1	2	8	12	6							30	\$4,010.00		
Identify all necessary permits and approvals required for design approval	1	1	2		4								8	\$1,260.00		
Develop proposed construction methodology and materials (Preliminary Sequencing)	1	1	2	4	20	4							32	\$4,060.00		
Recommend Value Engineering Options	1	1			3								5	\$750.00		
Develop Opinion of Probable Construction Cost	1	1	1	2	8	1							14	\$1,915.00		
Develop Project Schedule for Proposed Design and Construction (MS Project Format)	1	1		1	2								5	\$795.00		
Identify areas where additional ROW will be required	1				2								3	\$430.00		
Task 5 Sub-Total													134	\$18,670.00		
Task 6 - Utility Coordination																
Establish Contact with Utility Companies and Obtain Record Drawings	1				3								4	\$540.00		
Determine locations of possible utility conflicts	1	1		2	6								10	\$1,390.00		
Conduct Utility Coordination Meeting following 30% design approval (Includes Prep Time)	1				8								9	\$1,090.00		
Task 6 Sub-Total													23	\$3,020.00		
Task 7 - Coordination with Other Agencies																
Harris County Coordination (Assume 1 Meeting in Preliminary Design Phase)	2			2	2								6	\$950.00		
TxDOT Coordination (Assume 1 Meeting in Preliminary Design Phase)	2			2	2								6	\$950.00		
Public Communication	2		2										4	\$820.00		
Task 7 Sub-Total													16	\$2,720.00		
Total Hours	38	22	25	53	226	21	44	32	48	120	150	4	783	\$106,596.00		
Fee per Hour	\$210.00	\$210.00	\$200.00	\$155.00	\$110.00	\$105.00	\$140.00	\$165.00	\$165.00	\$126.00	\$126.00	\$84.00				
Fee per Classification	\$7,980.00	\$4,620.00	\$5,000.00	\$8,215.00	\$24,860.00	\$2,305.00	\$6,160.00	\$5,280.00	\$7,920.00	\$15,120.00	\$18,900.00	\$336.00	\$106,596.00			
% Fee	4.85%	2.81%	3.19%	6.77%	28.86%	2.68%	5.62%	4.09%	6.13%	15.33%	19.16%	0.51%				

Task	Project Manager	Quality Manager	Senior Design Engineer	Design Engineer (P.E.)	Engineer In Training (EIT)	CADD/ Tech	SUE Project Manager	2-Man SUE Crew Level B	2-Man SUE Crew	Utility Technician	Sr CADD Technician	SUE Clerical	Total Hours	Total Fee	# Sheets	Hours Per Sheet
	\$210.00	\$210.00	\$200.00	\$155.00	\$110.00	\$105.00	\$140.00	\$165.00	\$165.00	\$126.00	\$126.00	\$84.00				
Final Design Phase Services																
Task 8 - Construction Plans																
Title Sheet		1			2	1							4	\$535.00	1	4.00
Index of Sheets	1	2		1	5	1							10	\$1,440.00	1	10.00
Existing and Proposed Typical Sections	2	3	6	20	30	10							71	\$9,700.00	8	8.88
Summary of Quantity Sheets	3	4	6	10	40	6							69	\$9,250.00	8	8.63
Traffic Control Plan Layouts and Typical Sections	2	2	6	20	36	18							84	\$10,990.00	12	7.00
Survey Control Sheets	1	1				1							3	\$525.00	4	0.75
Alignment Data Sheets	1	1		1	3								6	\$905.00	4	1.50
Roadway Plan and Profile Sheets	2	6	6	16	40	5							75	\$10,285.00	8	9.38
Intersection Grading Sheets	1	2	2	8	20	2							35	\$4,680.00	4	8.75
Driveway Detail Sheets	1	4	2	6	20	2							35	\$4,790.00	4	8.75
Drainage Area Maps	1	4	2	2	5	5							19	\$2,835.00	4	4.75
Hydraulic Calculation Sheets	1	4	2	6	8	2							23	\$3,470.00	4	5.75
Storm Sewer Modification Sheets	1	6	2	6	10	8							33	\$4,740.00	4	8.25
Utility Plan Sheets	1	4	2	4	10	2							23	\$3,380.00	4	5.75
Traffic Signal Modification Sheets	1	3	4	10	32	10							61	\$7,970.00	12	5.08
Signing and Pavement Marking Sheets	1	2	2	4	20	2							31	\$4,060.00	4	7.75
SW3P Plans	1	1			8								10	\$1,300.00	4	2.50
Task 8 Sub-Total													592	\$80,855.00		
Task 9 - Project Manual Development																
Completed "Front End Documents"	1	1	1	4	10								17	\$2,340.00		
Bid Form with Project Quantities	1	1			3								5	\$750.00		
Task 9 Sub-Total													22	\$3,090.00		
Task 10 - Opinion of Probable Construction Cost																
Develop and Maintain Opinion of Probable Construction Cost	1	1	2	3	6								13	\$1,945.00		
Task 10 Sub-Total													13	\$1,945.00		
Task 11 - Proposed Construction Schedule in MS Project Format																
Develop and Maintain Construction Schedule	1	1		2	3								7	\$1,060.00		
Task 11 Sub-Total													7	\$1,060.00		
Task 12 - Coordination with Other Agencies																
Harris County Coordination (Assume 2 Meetings)	2			2	2								6	\$950.00		
TxDOT Coordination (Assume 2 Meetings)	2			2	2								6	\$950.00		
Obtain all necessary approvals and permits for construction from Harris County & TxDOT	1				8								9	\$1,090.00		
Task 12 Sub-Total													21	\$2,990.00		
Task 13 - Final Construction Package																
Bid Set for Distribution via City's electronic bidding/procurement system	1	1			2	2							6	\$850.00		
Task 13 Sub-Total													6	\$850.00		
Task 14 - Utility Coordination																
Utility Coordination Meetings at 60% and 90% - Assume 2 Meetings	2				2								4	\$640.00		
Work Plan for Utility Relocation	1				4								5	\$650.00		
Coordination with Utilities to obtain clearance	2				10								12	\$1,520.00		
Maintain Utility Conflict Matrix for each interchange	1				3								4	\$540.00		
Task 14 Sub-Total													25	\$3,350.00		
Total Hours	38	55	45	127	344	77	0	0	0	0	0	0	686	\$94,140.00		
Fee per Hour	\$210.00	\$210.00	\$200.00	\$155.00	\$110.00	\$105.00	\$140.00	\$165.00	\$165.00	\$126.00	\$126.00	\$84.00				
Fee per Classification	\$7,980.00	\$11,550.00	\$9,000.00	\$19,685.00	\$37,840.00	\$8,085.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$94,140.00			
% Fee	7.49%	10.84%	8.44%	18.47%	35.50%	7.58%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%				

Task	Project Manager	Quality Manager	Senior Design Engineer	Design Engineer (P.E.)	Engineer in Training (EIT)	CADD/ Tech	SUE Project Manager	2-Man SUE Crew Level B	2-Man SUE Crew	Utility Technician	Sr CADD Technician	SUE Clerical	Total Hours	Total Fee	# Sheets	Hours Per Sheet
	\$210.00	\$210.00	\$200.00	\$155.00	\$110.00	\$105.00	\$140.00	\$165.00	\$165.00	\$126.00	\$126.00	\$84.00				
Bid Phase Services																
Task 15 - Bid-Ready Package																
Provide Bid-Ready Package and Notice to Bidders	1				2								3	\$430.00		
Respond to Questions from Bidders	1	1			2								4	\$640.00		
Prepare Addenda as necessary	1				2								4	\$535.00		
Assist with Creation of Bid Proposal	1				2	1										
Task 15 Sub-Total													11	\$1,605.00		
Task 16 - Recommendation of Award																
Review Bids from Contractors (Math Errors & Unbalanced Bids)	1	1			4								6	\$850.00		
Develop Certified Bid Tabulation	1	1			6								8	\$1,080.00		
Review of Contractor's Financial Standing and References	1	1											2	\$420.00		
Prepare Recommendation of Award Letter to City of Baytown	1	1											2	\$420.00		
Task 16 Sub-Total													18	\$2,780.00		
Task 18 - Meetings																
Pre-Bid Conference	2				2								4	\$640.00		
Bid Opening	2				2								4	\$640.00		
City Council Meeting for Award of Contract	2				2								4	\$640.00		
Task 18 Sub-Total													12	\$1,920.00		
Total Hours	13	5	0	0	22	1	0	0	0	0	0	0	41	\$6,305.00		
Fee per Hour	\$210.00	\$210.00	\$200.00	\$155.00	\$110.00	\$105.00	\$140.00	\$165.00	\$165.00	\$126.00	\$126.00	\$84.00				
Fee per Classification	\$2,730.00	\$1,050.00	\$0.00	\$0.00	\$2,420.00	\$105.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$6,305.00			
% Fee	2.56%	0.99%	0.00%	0.00%	2.27%	0.10%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%				

Task	Project Manager	Quality Manager	Senior Design Engineer	Design Engineer (P.E.)	Engineer in Training (EIT)	CADD/ Tech	SUE Project Manager	2-Man SUE Crew Level B	2-Man SUE Crew	Utility Technician	Sr CADD Technician	SUE Clerical	Total Hours	Total Fee	# Sheets	Hours Per Sheet
	\$210.00	\$210.00	\$200.00	\$170.00	\$110.00	\$105.00	\$140.00	\$165.00	\$165.00	\$126.00	\$126.00	\$84.00				
Construction Phase Services																
Task 19 - Meetings																
Pre-Construction Meeting	2				2								4	\$640.00		
Monthly Progress Meetings (Assumed 12 Meetings)	30				30								60	\$9,600.00		
Task 19 Sub-Total													64	\$10,240.00		
Task 20 - Review Submittals																
Review Shop Drawings	1				6								7	\$870.00		
Respond to Requests for Information	1				2								3	\$430.00		
Respond to Requests for Change Orders	1				2								3	\$430.00		
Coordination with Construction Manager	1				3								4	\$540.00		
Task 20 Sub-Total													17	\$2,270.00		
Task 21 - Monthly Pay Applications																
Review & Approve Monthly Pay Applications	4				8								12	\$1,720.00		
Task 21 Sub-Total													12	\$1,720.00		
Task 22 - Interpretive Guidance																
Provide Guidance to Contractor / Construction Manager	2				2								4	\$640.00		
Task 22 Sub-Total													4	\$640.00		
Task 23 - Construction Administration																
Provide Periodic and Final Inspections	30				30								60	\$9,600.00		
Coordination with Construction Manager (Review Status of Work for Substantial Completion, punch list, etc.)	2				2								4	\$640.00		
Issue Letter for Acceptance and Final Payment	2												2	\$420.00		
Task 23 Sub-Total													66	\$10,660.00		
Task 24 - Record Drawings																
Provide Record Drawings from Contractor's As-Builts	1				8								9	\$1,090.00		
Task 24 Sub-Total													9	\$1,090.00		
Total Hours	77	0	0	0	95	0	0	0	0	0	0	0	172	\$26,620.00		
Fee per Hour	\$210.00	\$210.00	\$200.00	\$155.00	\$110.00	\$105.00	\$140.00	\$165.00	\$165.00	\$126.00	\$126.00	\$110.00				
Fee per Classification	\$16,170.00	\$0.00	\$0.00	\$0.00	\$10,450.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$26,620.00			
% Fee	15.17%	0.00%	0.00%	0.00%	9.80%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%				

	Project Manager	Quality Manager	Senior Design Engineer	Design Engineer (P.E.)	Engineer in Training (EIT)	CADD/ Tech	SUE Project Manager	2-Man SUE Crew Level B	2-Man SUE Crew	Utility Technician	Sr CADD Technician	SUE Clerical	Total Hours	Total Fee	# Sheets	Hours Per Sheet
	\$250.00	\$210.00	\$200.00	\$155.00	\$110.00	\$110.00	\$140.00	\$165.00	\$165.00	\$126.00	\$126.00	\$84.00				
Project Totals																
Total Hours	166	82	70	180	687	99	44	32	48	120	150	4	1682	\$233,661.00		
Fee per Hour	\$210.00	\$210.00	\$200.00	\$155.00	\$110.00	\$105.00	\$140.00	\$165.00	\$165.00	\$126.00	\$126.00	\$84.00				
Fee per Classification	\$34,860.00	\$17,220.00	\$14,000.00	\$27,900.00	\$75,570.00	\$10,395.00	\$6,160.00	\$5,280.00	\$7,920.00	\$15,120.00	\$18,900.00	\$336.00	\$233,661.00			
% Fee	32.70%	16.15%	13.13%	26.17%	70.89%	9.75%	5.78%	4.95%	7.43%	14.18%	17.73%	0.32%				

EXHIBIT "B"
LEVEL OF EFFORT

Western Group Consultants Level of Effort - Basic Services

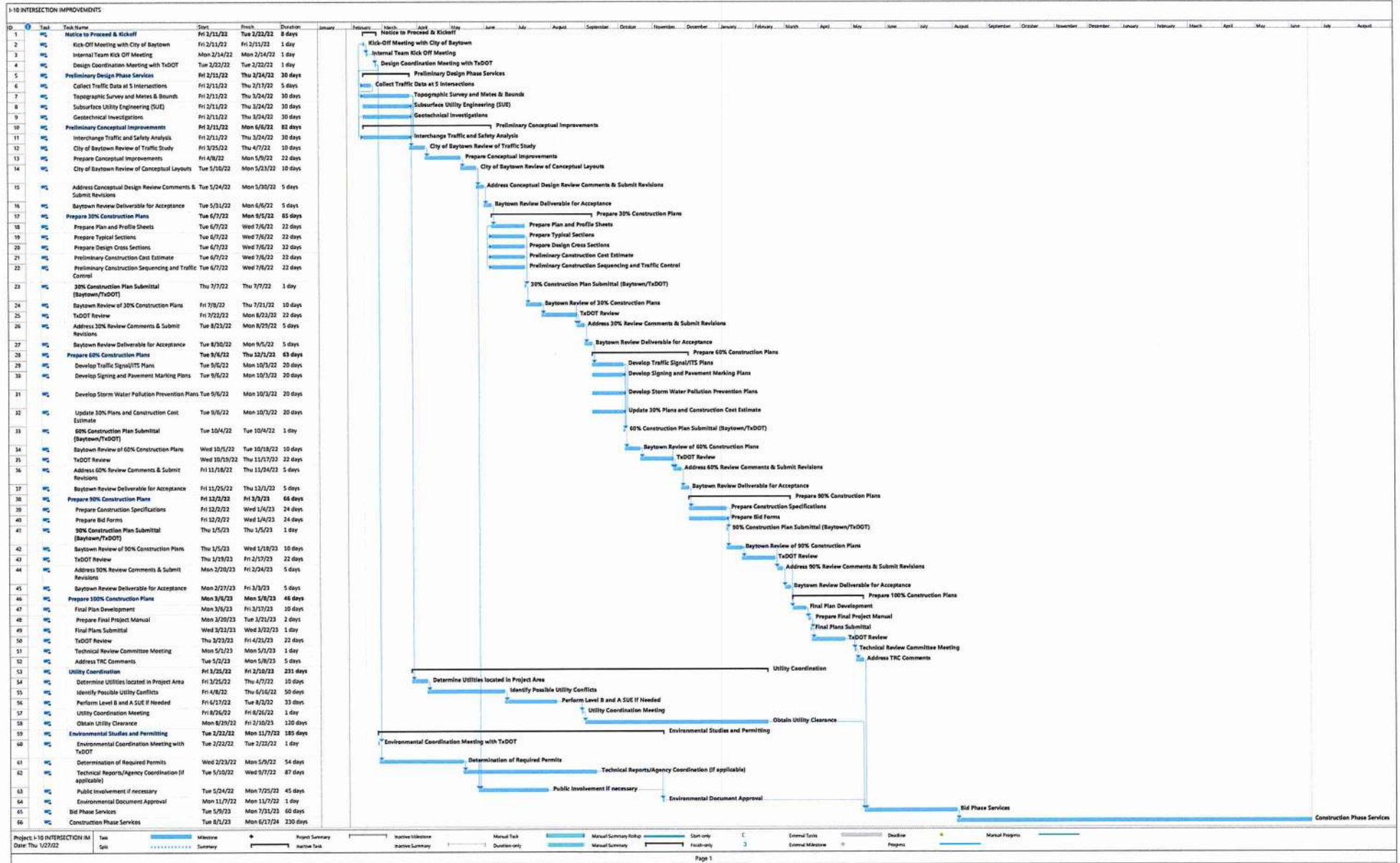
Task	Total Fee
Preliminary Design Phase Services	
Task 2 - Surveying	
Topographic Surveys - 13,800 Linear Feet	\$41,400.00
Prepare Plan View Maps and survey control maps	\$17,250.00
TIN files for all 5 interchanges	\$12,500.00
Task 2 Sub-Total	\$71,150.00

EXHIBIT "B"
LEVEL OF EFFORT

Gradient Group Level of Effort - Basic Services

Task	Principal	QA/QC Manager	Project Manager	Roadway Engineer	Drainage Engineer	Traffic Engineer	Project Engineer	Engineer In Training	GIS Specialist	CADD Designer	Admin	Total Hours	Total Fee
	\$300.00	\$300.00	\$270.00	\$240.00	\$225.00	\$240.00	\$210.00	\$195.00	\$165.00	\$105.00	\$90.00		
Final Design Phase Services													
Task 8 - Construction Plans													
Construction Plans (60%)								1		2		3	\$405.00
Existing & Proposed Typical Sections								4		8		14	\$2,130.00
Summary of Quantity Sheets			1	1				16		8		27	\$4,710.00
Traffic Control Plan Layouts & Typical Sections			1			2		16		24		48	\$7,575.00
Roadway Plan & Profile Sheets			2	3	3			16		20		43	\$6,885.00
Intersection Grading Sheets			1	3	3			4		8		15	\$2,340.00
Drainage Area Map Sheets			1		2			16				19	\$3,795.00
Hydraulic Calculation Sheets					3			24		12		39	\$6,615.00
Storm Sewer Modification Sheets (Existing & Proposed Relocations)					3			12		12		27	\$4,350.00
Utility Plan Sheets			1	2			2	16		12		31	\$5,130.00
Traffic Signal Modification Sheets			1				2	8		6		16	\$2,670.00
Signing & Pavement Marking Sheets				1		1							
SW3P Plan			1	1	2			8		6		18	\$3,150.00
Coordinate with Regulatory Agencies including TxDOT				2	2							4	\$930.00
Submit Plan Set to Utility Companies for Review			1					4		6		11	\$1,680.00
QA/QC Review			1	1	1	1						4	\$975.00
Incorporate 90% Review Comments			1	1	1	1				6		10	\$1,605.00
Develop Final Construction Cost Estimates				1	1			4				6	\$1,245.00
Develop Bid Set Documents for e-System Distribution			1	1	1	1		2				6	\$1,365.00
QA/QC Review			1	1	1	1						4	\$975.00
Incorporate 100% Review Comments			1	1	1	1				6		10	\$1,605.00
Task 8 - Construction Plans												355	\$60,135.00
Total Hours	0	0	15	19	24	10	0	151	0	136	0	355	\$60,135.00
Fee per Hour	\$300.00	\$300.00	\$270.00	\$240.00	\$225.00	\$240.00	\$210.00	\$195.00	\$165.00	\$105.00	\$90.00		
Fee per Classification	\$0.00	\$0.00	\$4,050.00	\$4,560.00	\$5,400.00	\$2,400.00	\$0.00	\$29,445.00	\$0.00	\$14,280.00	\$0.00	\$60,135.00	
% Fee	0.00%	0.00%	6.73%	7.58%	8.98%	3.99%	0.00%	48.96%	0.00%	23.75%	0.00%		

EXHIBIT "C" SCHEDULE



CITY OF BAYTOWN, TEXAS
INDEBTEDNESS CERTIFICATION

Project Name: Consider awarding a consulting services agreement for the IH-10 Interchange

Company Name: CP&Y, Inc

Department: Public Works

Date: 01/10/2022

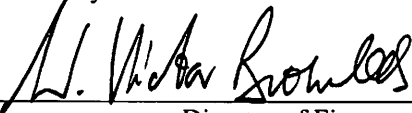
Council Date: 01/27/2022

A review of the above-described company was made in accordance with 2-663 of the City of Baytown Code of Ordinances and the aforementioned company was found:

☐ to be indebted to the City in the following areas:

☒ not to be indebted to the City.

It is hereby certified the above is true and correct based on the best information available.



Director of Finance

01/10/2022

Date

For information regarding this certificate, please contact the Finance Director at 281-420-6531.

If an appeal to this determination is to be filed under section 2-664 of this code, please forward to the following address:

City of Baytown
Director of Finance
P O Box 424
Baytown, TX 77522-0424



CITY COUNCIL MEETING

5. f.

Meeting Date: 02/24/2022

Subject: License Renewal of NEOGOV

Prepared for: Edward Tomjack, Information Technology Services

Prepared by: Raquel Martinez, City Clerk's Office

Department: Information Technology Services

Information

ITEM

Consider an ordinance authorizing the annual license renewal and software support with Governmentjobs.com, Inc., d/b/a NEOGOV, for NEOGOV software.

PREFACE

This proposed ordinance authorizes payment to Governmentjobs.com, Inc., d/b/a NEOGOV, in the amount of \$75,626.97 for the annual license renewal and software support. The four applications in the NEOGOV (<https://www.neogov.com/>) suite being licensed are Insight (applicant tracking), Onboard (new hire paperwork), Perform (performance management) and Learn (learning management system).

Fiscal Impact

Fiscal Year: 2022
Acct Code: 10710-73042
Source of Funds (Operating/Capital/Bonds):
Funds Budgeted Y/N: Y
Amount Needed: \$75,626.97
Fiscal Impact (Additional Information):

Attachments

Ordinance - NeoGov License Renewal
Invoice
Indebtedness Certification

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING THE PAYMENT OF THE SUM OF SEVENTY-FIVE THOUSAND SIX HUNDRED TWENTY-SIX AND 97/100 DOLLARS (\$75,626.97) TO GOVERNMENTJOBS.COM, INC., D/B/A NEOGOV, FOR THE ANNUAL LICENSE RENEWAL AND SOFTWARE SUPPORT FOR NEOGOV SOFTWARE; MAKING OTHER PROVISIONS RELATED THERETO; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

WHEREAS, Texas Local Government Code Annotated §252.022 provides that when the functional requirements of the City can only be satisfied by one source, the requirement for competitive bids is not applicable; and

WHEREAS, GovernmentJobs.com, Inc., d/b/a NeoGov, is the provider for the City of Baytown's automated human resources system in which the City has a great investment; and

WHEREAS, the renewal of the license and software support for the City's automated human resources system may only be purchased from a single source – Governmentjobs.com, Inc., d/b/a NeoGov; NOW THEREFORE,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS:

Section 1: That the City Council of the City of Baytown, Texas, hereby declares that only one source can satisfy the needs of the City for the renewal of the license and software support for the City's automated human resources system.

Section 2: That the City Council of the City of Baytown, Texas, authorizes payment of the sum of SEVENTY-FIVE THOUSAND SIX HUNDRED TWENTY-SIX AND 97/100 DOLLARS (\$75,626.97) to Governmentjobs.com, Inc., d/b/a NeoGov, for the annual license renewal and software support for NeoGov software.

Section 3: That pursuant to the provisions of Texas Local Government Code Annotated § 252.048, the City Manager is hereby granted general authority to approve any change order involving a decrease or an increase in costs of FIFTY THOUSAND AND NO/100 DOLLARS (\$50,000.00) or less, subject to the provision that the original contract price may not be increased by more than twenty-five percent (25%) or decreased by more than twenty-five percent (25%) without the consent of the contractor to such decrease.

Section 4: This ordinance shall take effect immediately from and after its passage by the City Council of the City of Baytown.

INTRODUCED, READ and PASSED by the affirmative vote of the City Council of the City of Baytown this the 24th day of February, 2022.

BRANDON CAPETILLO, Mayor

ATTEST:

ANGELA JACKSON, City Clerk

APPROVED AS TO FORM:

TREVOR FANNING, Interim City Attorney



Invoice #INV-18979

From

Governmentjobs.com, Inc. DBA NEOGOV
300 Continental Blvd.
Suite 565
El Segundo, CA 90245

Bill To

Baytown, City of (TX)
2401 Market St.
Baytown, TX 77520
USA

Invoice Summary

Invoice Number	INV-18979
Date	10/01/2021
Terms	Net 30
Due Date	10/31/2021
Amount Due (USD)	\$ 75,626.97

Item / Description	Amount	Total
Learn This is your subscription fee for Learn for the term starting 11/01/2021 and ending 10/31/2022.	25,064.10	25,064.10
Application Fee Payment Integration This is your subscription fee for Application Fee Payment Integration for the term starting 11/01/2021 and ending 10/31/2022.	519.75	519.75
Governmentjobs.com This is your subscription fee for Governmentjobs.com for the term starting 11/01/2021 and ending 10/31/2022.	2,047.50	2,047.50
Insight This is your subscription fee for Insight for the term starting 11/01/2021 and ending 10/31/2022.	14,658.84	14,658.84
New Hire - IN to HRIS (ftp) (1000) New Hire - IN to HRIS (ftp)	1,590.00	1,590.00
Onboard This is your subscription fee for Onboard for the term starting 11/01/2021 and ending 10/31/2022.	12,826.49	12,826.49
Perform This is your subscription fee for Perform for the term starting 11/01/2021 and ending 10/31/2022.	18,070.29	18,070.29
Candidate Text Messaging This is your subscription fee for Candidate Text Messaging for the term starting 11/01/2021 and ending 10/31/2022.	850.00	850.00
Amount Due (USD)		\$ 75,626.97

Thank you for your business!

For questions, or pay by credit card, please reply to this email or reach out to billing@neogov.com.

Please make checks payable to:

Governmentjobs.com, Inc
DEPT LA 25067
Pasadena, CA 91185-5067

For Payments by Wire:
Silicon Valley Bank
Account #: 3302022848

Account Name: Governmentjobs.com, Inc.
Bank Routing No.: 121140399
Swift Code: SVBKUS6SIBO

For a copy of our W9, please click on "Download W9" above.

CITY OF BAYTOWN, TEXAS
INDEBTEDNESS CERTIFICATION

Project Name: License Renewal of NEOGOV

Company Name: NeoGov

Department: Information Technology Service (ITS)

Date: 02/08/2022

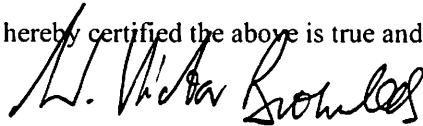
Council Date: 02/24/2022

A review of the above-described company was made in accordance with 2-663 of the City of Baytown Code of Ordinances and the aforementioned company was found:

☐ to be indebted to the City in the following areas:

☒ not to be indebted to the City.

It is hereby certified the above is true and correct based on the best information available.



02/08/2022

Director of Finance

Date

For information regarding this certificate, please contact the Finance Director at 281-420-6531.

If an appeal to this determination is to be filed under section 2-664 of this code, please forward to the following address:

City of Baytown
Director of Finance
P O Box 424
Baytown, TX 77522-0424



CITY COUNCIL MEETING

5. g.

Meeting Date: 02/24/2022

Subject: Pirates Bay Palm Tree Replacement and Giftshop Remodel

Prepared for: Clifford Hatch, Parks and Recreation

Prepared by: Clifford Hatch, Parks and Recreation

Department: Parks and Recreation

Information

ITEM

Consider an ordinance approving an expenditure through the Texas Local Government Purchasing Cooperative (BuyBoard) with Native Construction for palm tree replacements and gift shop improvements at Pirates Bay Water Park.

PREFACE

This proposed ordinance approves an expenditure through the Texas Local Government Purchasing Cooperative (BuyBoard), BuyBoard Contract # 638-21, for \$271,971.10 with Native Construction.

The scope of work includes removing, disposing, and grinding the stumps of seventeen various species of palm trees that were killed due to Winter Storm Uri. The contract also includes replanting twenty-four new trees of the same species ranging in heights from 10' to 18'. Once complete, the project will return the park to the most up-to-date landscape design. Lastly, utilizing the same contract, Native Construction will also transform a current staff break room into a walk-through gift shop located in the front of the park. All aspects of the projects are set to be completed by opening day 2022.

Fiscal Impact

Fiscal Year: 2021-22
Acct Code: 50113-73011
Source of Funds (Operating/Capital/Bonds): Operating
Funds Budgeted Y/N: Y
Amount Needed: \$75,000.00
Fiscal Impact (Additional Information):

Fiscal Year: 2021-22
Acct Code: 11910-73011
Source of Funds (Operating/Capital/Bonds): Operating
Funds Budgeted Y/N: N
Amount Needed: \$196,971.10

Fiscal Impact (Additional Information):

Attachments

Ordinance - Pirates Bay Tree Replacement and Gift Shop Remodel

Quote - Trees

Quote - Gift Shop Remodel

Indebtedness Certification

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING THE PAYMENT OF TWO HUNDRED SEVENTY-ONE THOUSAND NINE HUNDRED SEVENTY-ONE AND 10/100 DOLLARS (\$271,971.10) TO NATIVE CONSTRUCTION, THROUGH THE TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE (BUY BOARD), FOR PALM TREE REPLACEMENTS AND GIFT SHOP IMPROVEMENTS AT PIRATES BAY WATER PARK FOR THE PARKS AND RECREATION DEPARTMENT; MAKING OTHER PROVISIONS RELATED THERETO; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

WHEREAS, the City of Baytown is a member of the cooperative purchasing program established under Sections 271.082 and 271.083 of the Texas Local Government Code; and

WHEREAS, the Texas Local Government Purchasing Cooperative's Buy Board Program is such a program, allowing municipalities to purchase products and/or services in an efficient, cost effective, and competitive procurement method; and

WHEREAS, the City of Baytown, in making a purchase under a state contract through such cooperative purchasing program, satisfies state law requiring municipalities to seek competitive bids for the purchase of the item; NOW THEREFORE,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS:

Section 1: That the City Council of the City of Baytown hereby authorizes the payment of TWO HUNDRED SEVENTY-ONE THOUSAND NINE HUNDRED SEVENTY-ONE AND 10/100 DOLLARS (\$271,971.10) to Native Construction, through the Texas Local Government Purchasing Cooperative (Buy Board), for palm tree replacements and gift shop improvements at Pirates Bay Water Park for the Parks and Recreation Department.

Section 2: That the City Manager is hereby granted general authority to approve any change order involving a decrease or an increase in costs of FIFTY THOUSAND AND NO/100 DOLLARS (\$50,000.00) or less, provided that the original contract price may not be increased by more than twenty-five percent (25%) or decreased by more than twenty-five percent (25%) without the consent of the contractor to such decrease.

Section 3: This ordinance shall take effect immediately from and after its passage by the City Council of the City of Baytown.

INTRODUCED, READ and PASSED by the affirmative vote of the City Council of the City of Baytown this the 24th day of February, 2022.

BRANDON CAPETILLO, Mayor

ATTEST:

ANGELA JACKSON, City Clerk

APPROVED AS TO FORM:

TREVOR FANNING, Interim City Attorney

Houston Office
5718 Westheimer Road
Ste #1000
Houston, TX 77057
832-469-5579 (o)

Base Proposal

To: Cornell Gordon / City of Baytown
From: John Lee
Re: Pirates Bay Palm Trees
Date: Monday, February 7, 2022

Contract# BuyBoard 638-21

Native Construction respectfully submits our base proposal for the listed project. This proposal includes all labor, material, and equipment to perform the work described in this proposal and the attached scope of work;

Breakdown of Project Costs:

Construction Cost (.95 Coefficient)	\$ 214,800.67
<u>Bonding</u>	<u>\$ 8,592.03</u>

Total Project	\$ 223,392.70
----------------------	----------------------

Total Project Cost: Two hundred twenty-three thousand three hundred ninety-two and seventy cents

Note: Upon agreement to the base proposal a detailed Line-Item Estimate will be provided to the City

Reasonable additional, unexpected costs directly related to an existing, concealed condition or other situation that may be revealed during renovation shall be the sole responsibility of client. Further, Native Construction shall not be held responsible for reasonable delays caused by such condition.

Respectfully submitted,

John Lee
Owner / Operator
832-469-5579
John.lee@Native-Construction.com

Exclusions:

1. Permits, taxes, abatement, repair of unseen existing code violations

Qty	Item	Description
4	Pirates Bay swimming pool area -South end of pool, east and west sides	REMOVAL AND DISPOSAL Removal and disposal of two (2) Canariensis & root balls and two (2) Medjools and root balls. Includes excavation, planter pit sanitation, re-filling, dead material trucking and dump fees. Please see Project Specific Term/Note #1 below
4	Pirates Bay swimming pool area - Phoenix Dactylifera Medjool	NEW INSTALLATION 12' clear trunk / Specimen quality matching heights. Installed/Warrantied. Two (2) to be used to replace the 2 dead Canary's and the other two (2) to be used where there are two dead Medjools now.
2	Pirates Bay swimming pool area - Phoenix Canariensis	SERVICE WORK Phase 1 Magic Touch. Clean up, re-cut the nuts, shave trunks, fertilize and perform disease risk mitigation on two existing Canary's. Please see Project Specific Term/Note #2 below
2	Pirates Bay swimming pool area - North side raised bed	STUMP GRINDING Grind two(2) stumps down to 2" sub grade. Please see Project Specific Term/Note #4 below
2	Pirates Bay swimming pool area - North side raised bed- Phoenix Dactylifera Medjool	NEW INSTALLATION 12' clear trunk / Specimen quality matching heights. Installed/Warrantied. Two (2) to be utilized in the raised bed at the north end of the PB pool. Please see Project Specific Term/Note #3 below
3	Pirates Bay swimming pool area- East side raised bed	STUMP GRINDING Grind three (3) stumps down to 2" sub grade. Please see Project Specific Term/Note #4 below
3	Pirates Bay swimming pool area - East side raised bed - Phoenix Dactylifera Medjool	NEW INSTALLATION 12' clear trunk / Specimen quality matching heights. Installed/Warrantied. Three (3) palms to be utilized in the raised bed located east of the PB pool. Please see Project Specific Term/Note #3 below
9	Raised bed east of the Lazy River	REMOVAL AND DISPOSAL Removal and disposal of Nine (9) Medjools, trunk aspect only. Includes cutting down, removing dead material trucking and dump fees.
9	Raised bed east of the Lazy River	STUMP GRINDING Grind nine (9) stumps down to 2" sub grade. Please see Project Specific Term/Note #4 below
9	Raised bed east of the Lazy River - Phoenix Dactylifera Medjool	NEW INSTALLATION 12' clear trunk / Specimen quality matching heights. Installed/Warrantied. Nine (9) palms to be utilized in the raised bed located east of the Lazy river. Please see Project Specific Term/Note #3 below

Qty	Item	Description
4	Ticket office - Main entry	REMOVAL AND DISPOSAL Removal and disposal of four (4) Medjools and root balls. Includes excavation, planter pit sanitation, re-filling, dead material trucking and dump fees.
2	Ticket office - Main entry	NEW INSTALLATION (2) 12' clear trunk / Specimen quality matching heights. Installed/Warrantied. Please see Project Specific Term/Note #5 below
2	Ticket office - Main entry	NEW INSTALLATION (2) 18' clear trunk / Specimen quality matching heights. Installed/Warrantied. Please see Project Specific Term/Notes #1 and #5 below
1	Equipment package	Multiple days, as needed. 12000# Lull wheeled loader, SVL 90 rubber tracked loader, Stump grinder. Includes delivery and retrieval transportation costs.
2	Phoenix canariensis - Canary Is. Date Palm	NEW INSTALLATION 10' clear trunk / Specimen quality matching heights. Installed/Warrantied.
24	Staking	Please see Project Specific Term/Notes #6 below

Project Specific Terms and Notes

Note 1: In these cases, it is necessary to remove the dead palms and the root balls. There is no space in these planting locations to shift the centers. The removal of the existing root balls necessitates the cleaning out, sanitizing and refilling of the planter pits to ensure that the new palms can thrive in these locations. The cost of performing this work is included. Though there were originally Canariensis in two of these locations, the cost of Canariensis is far higher than the cost of Medjools and the disease related issues that Canariensis suffer are far more extensive than exist with Medjools. For these reasons, we are proposing that you use Medjools in the two locations where Canariensis failed. If you prefer that we propose these as Canariensis, please advise and we will review the proposal.

Note 2: This work will act to dramatically enhance the aesthetic qualities of the two-remaining live Canariensis, mitigate the disease risks and enhance the nutritional profile of the palms.

Note 3: Native Construction will shift the centers over 3' from as presently laid out to allow for installation without removing the existing root balls of the two failed palms.

Note 4: We will bring in a man portable stump grinder and grind down the existing stumps' to 2" below the finished grade. This will engender circumstances whereby the ground cover plants will eventually be able to over grow the locations rendering them invisible.

Note 5: In this bed the two shorter palms will be set to frame the sign and the two taller palms to the outsides framing the entire presentation. Please see the Photo for a visual representation of the design intent.

Note 6: All palms will be staked utilizing pressure treated 2x4 lumber painted either dark Green or Black based on the client's preference. Palm trunks will be wrapped and then painted battens will be attached utilizing stainless steel banding with staking nailed into the battens. No nail penetrations into the trunks.

General Terms and Conditions

1. *This proposal represents a turnkey operation and includes all supervision, labor, tools, soil implements and delivery charges necessary to complete the works proposed in a professional and workmanlike manner. The prices contained herein are predicated upon wheeled equipment access only. If it is necessary to use a crane to install the palm(s) crane charges will be additional and will be quoted after our site inspection and before the work is undertaken. Our site inspection verifies that no crane work is necessary assuming no fundamentals changes to the sites access between the date of the inspection and the dates during which the work is performed. In exchange for our receipt of payment in full of the invoice(s) which derive from this proposal, the palms installed under the terms of this proposal shall then be covered by a Two (2) Year Limited Warranty and Post Installation Service Agreement. This limited warranty covers most causes of loss in accordance with its terms. After the expiration of the Two (2) Year Limited Warranty and Post Installation Service Agreement no additional service visits are provided for under this proposal. Please see attached copy of the Two (2) Year Limited Warranty and Post Installation agreement.*
2. *After the Two (2) Year Limited Warranty and Post Installation Service Agreement has been activated, Native Constructions Service Personnel will visit your site six (6) times during the two (2) year limited warranty period and will perform our unique post installation Establishment Assurance service protocol on the palms we installed. During EA services, Native Construction will open the canopy(s) and perform systemic & foliar disease risk mitigation and nutritional applications in accordance with a site and variety specific protocol that GPN/Native Construction will design utilizing its knowledge of the varieties installed along with the results of soil and water samples harvested from the site. During EA services, Native Construction will also remove any dead or dying fronds however, seed removal is not included in this service. If the client desires seed removal, additional costs will be applicable.*
3. *Damage to unmarked pipes and other underground works may occur. We will call in a utility locate and avoid those marks but we cannot ascertain the absolute location of unmarked irrigation lines, pool pipes or other underground works and so hereby specifically disclaim responsibility or liability for damages that may occur during the performance of the works contemplated by this agreement. As a complementary service to the client, Native Constructions will repair irrigation lines, up to 1" in diameter, that we break during excavation but we will not repair nor will we accept any liability or responsibility for any larger pipes, wires or any other underground works which may be damaged during our performance of the works described herein. Any such damage must be repaired at the client's sole expense, by a suitable professional contractor of the clients choosing. We recommend that you alert any such contractor(s) of our intended works and have them on standby in the event they are needed.*
4. *All of the palms that Native Construction installs under this agreement are installed with a 2-year limited warranty that includes 6 post installation service visits. The cost of performing these service visits is included in the installed cost of the palms. During the warranty period, Native Construction returns to the site six (6) times to inspect the palms and the cultural scenario, perform fertilization, disease risk mitigation and trimming. We do not include seed removal in this service; if the City wants us to perform seed removal. there are added costs. Our limited warranty coverage covers most causes of loss including disease issues and unusual occurrences such as lightning strikes (they happen occasionally) however, it is important to understand that our warranty only covers the palms and all labor charges, it does not cover the costs associated to delivering replacement palms to the site, equipment charges associated to removing a dead palm and installing new palm(s) or costs associated to hauling out and disposing of dead palms. What this means is that replacing a palm or palms will cost the City a total of between \$2,000.00 and \$3,000.00 depending upon the location of the dead palm (the palms at the entrance require a bigger machine than those within the interior. This is not a "per palm" cost, it is a "per replacement operation" cost. To be clear, if we needed to replace all 22 palms and were doing it all at once, the only increase in this cost estimate would be the increased dump fees associated to disposing of the 22 dead palms however, if we needed to replace one palm the cost would still be between 2 and 3K and if we needed to come back 6 months later and do another replacement, the city would be paying this cost again. Obviously, if we work for you, we are going to do everything in our power to avoid needing to do any replacements but transparency requires that I explain this to you.*
5. *In addition to this, our warranty contains an exclusion for serious damage or outright loss associated to Extreme Freezing Conditions. For the purpose of a clear definition between us of what "Extreme Freezing Conditions" are,*



our warranty sets forth that should a palm or palms be seriously damaged or lost after temperatures in the local area of the site are recorded by the National Weather Service to have been at 24 degrees or lower for a CONTINUOUS period of at least 8 hours or longer, our warranty on the palms shall be void. This does not mean that we abandon you, but it does mean that we will not replace the palms under warranty. Incidentally, the lows are an issue but the lows being maintained for a significant number of hours is the dynamic that causes serious problems. In simple terms, there are risks inherent in having palms at the Pool area in environments where hard winter freezes happen. This species is literally the very best possible choice for a Specimen palm; not only from the environmental risk perspective but from the perspectives of aesthetics, disease risk and ease of care however, as you have already seen, the incredible ambiance they deliver to the pool area comes at a risk. We do our best to balance & manage this risk but we cannot eliminate it; where our palms are damaged as a result of NORMAL freezing conditions i.e. conditions where temperatures in the area DO NOT fall to 24 degrees or below during a continuous period of 8 hours or longer (during the warranty period), we will come to the site and perform Freeze Impacts Mitigation work on the palms at an additional, negotiated charge to encourage a swift, non-problematic recovery. Where the palms are seriously damaged or destroyed by "EXTREME" Freezing Conditions" during the warranty period, we will remove the dead palms and install new palms at a negotiated cost that is in line with our cost to perform the works but we will not replace the palms under warranty.

6. *The works are proposed assuming performance during the hours of 7:00 am and 3:30 pm Monday through Friday. If the*
7. *Payment Terms: Upon our receipt of this proposal signed and dated by the client. Native Construction will buy in and stage the palms for this project at its own risk and expense. Once the palms have arrived at our Alvin Texas nurturing nursery, we will stage them and then call for the client to visit the nursery and hand select the palms for this project. Once this inspection and hand selection is completed, a 50% deposit is immediately due & payable and upon our receipt of this deposit, the terms and conditions contained of this proposal shall thereafter be binding upon the parties' signatory to it. The full remaining balance is immediately due and payable upon the day that Native Construction completes the installation of the palms. Our receipt of payment in full of the invoice(s) which derive from this proposal shall trigger the activation of the Warranty provisions of this agreement however, such Warranty provisions shall be effective, once such activation is triggered, from the date upon which the palms had been installed.*
8. *These prices are good for Thirty (30) days. Please update these prices every Thirty (30) days.*

The above prices and terms are hereby accepted:

ACCEPTANCE SIGNATURE: _____ DATE: _____

PREPARED BY: _____ DATE: _____

Houston Office
5718 Westheimer Road
Ste #1000
Houston, TX 77057
832-469-5579 (o)

Base Proposal

To: Cornell Gordon / City of Baytown
From: John Lee
Re: Pirates Bay Waterpark Gift Shop Remodel
Date: Monday, February 7, 2022

Contract# BuyBoard 638-21

Native Construction respectfully submits our base proposal for the listed project. This proposal includes all labor, material, and equipment to perform the work described in this proposal and the attached scope of work;

Breakdown of Project Costs:

Construction Cost (.95 Coefficient)	\$ 47,625.89
<u>Bonding</u>	<u>\$ 952.52</u>

Total Project	\$ 48,578.40
----------------------	---------------------

Total Project Cost: Forty-five thousand five hundred seventy-eight and forty cents

Note: Upon agreement to the base proposal a detailed Line-Item Estimate will be provided to the City

Reasonable additional, unexpected costs directly related to an existing, concealed condition or other situation that may be revealed during renovation shall be the sole responsibility of client. Further, Native Construction shall not be held responsible for reasonable delays caused by such condition.

Respectfully submitted,

John Lee
Owner / Operator
832-469-5579
John.lee@Native-Construction.com

Exclusions:

1. Permits, taxes, abatement, repair of unseen existing code violations
2. Excludes canopies and signage



Scope description: Remodel of Pirates Bay Waterpark Gift Shop

- Demo CMU Walls, Dispose of debris
- Relocate existing entry door to existing interior frame
- Patch concrete, ceiling and paint
- Add new hurricane rated double door
- Add 3x windows up to 7ft
- 20 ft steel I-beam installation
- Replacement of 4 foot fixtures with 8 foot fixtures
- Replace 2 x4 with LED panels
- Relocate ADA toilet and sink
- Relocate door
- Cut and patch CMU as needed
- Wall insert to cover existing restroom opening

These prices are good for Thirty (30) days. Please update these prices every Thirty (30) days.

The above prices and terms are hereby accepted:

ACCEPTANCE SIGNATURE: _____ **DATE:** _____

PREPARED BY: _____ **DATE:** _____

John Lee – Native Construction



CITY OF BAYTOWN, TEXAS
INDEBTEDNESS CERTIFICATION

Project Name: Pirates Bay Palm Tree Replacement and Giftshop Remodel

Company Name: Native Consolidated Management LLC dba Native Construction

Department: Parks & Recreation

Date: 02/10/2022

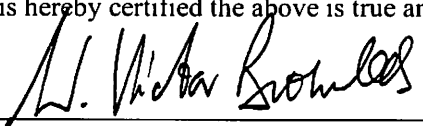
Council Date: 02/24/2022

A review of the above-described company was made in accordance with 2-663 of the City of Baytown Code of Ordinances and the aforementioned company was found:

☐ to be indebted to the City in the following areas:

☒ not to be indebted to the City.

It is hereby certified the above is true and correct based on the best information available.



Director of Finance

02/10/2022

Date

For information regarding this certificate, please contact the Finance Director at 281-420-6531.

If an appeal to this determination is to be filed under section 2-664 of this code, please forward to the following address:

City of Baytown
Director of Finance
P O Box 424
Baytown, TX 77522-0424



CITY COUNCIL MEETING

5. h.

Meeting Date: 02/24/2022

Subject: Consider Authorizing the Chambers County 2022 Annual FAA Aerial Mosquito Control Authorization.

Prepared for: Tony Gray, Health

Prepared by: Miriam Hernandez, Health

Department: Health

Information

ITEM

Consider a resolution authorizing the Chambers County Mosquito Control Department to use aerial application methods for the purpose of mosquito control within the Chambers County portion of the City of Baytown.

PREFACE

This proposed resolution authorizes the Chambers County Mosquito Control Department to use aerial application methods for the purpose of mosquito control within the Chambers County portion of the City of Baytown.

This is an annual requirement of the Federal Aviation Administration (FAA) to obtain approval from area communities concerning the Chambers County Mosquito Control District's aerial spraying program. Since a portion of the City of Baytown is in Chambers County, the Chambers County Mosquito Control District must obtain this permission from the City of Baytown to apply pesticides for the purpose of mosquito control.

Chambers County's 2022 aerial program will be as follows:

- Chambers County Chief Pilot: Jeff S Leger
- Airplane: Air Tractor AT – 402B, Yellow with Blue Letters under wing, reading, Mosquito Control
- Chemicals Dispensed: Malathion / Dibrom / Pursuit 4-4, Ultra-low volumes (0.5 oz/ac to 3.0 oz/ac)
- Target: Adult mosquitoes
- Altitudes: 200-300 feet

Harris County does not conduct routine aerial spraying over urban areas such as Baytown due to more stringent aircraft requirements.

Fiscal Impact

Fiscal Year:

Acct Code:

Source of Funds (Operating/Capital/Bonds):

Funds Budgeted Y/N:

Amount Needed:

Fiscal Impact (Additional Information):

There is no fiscal impact associated with this item.

Attachments

Resolution - Chambers County 2022 Annual FAA Mosquito Control Authorization

Exhibit A - City_Council_Authorization_Form_02242022

City_Council_Letter_2022

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING THE CHAMBERS COUNTY MOSQUITO CONTROL DEPARTMENT TO USE AERIAL APPLICATION METHODS FOR THE PURPOSE OF MOSQUITO CONTROL WITHIN THAT PORTION OF THE CITY OF BAYTOWN THAT LIES WITHIN CHAMBERS COUNTY, TEXAS; DIRECTING THE MAYOR TO NOTIFY THE FEDERAL AVIATION ADMINISTRATION OF SUCH AUTHORIZATION; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

WHEREAS, the Chambers County Mosquito Control Department is required by the Federal Aviation Administration to obtain approval from the City of Baytown to administer its aerial spraying program within that portion of the City of Baytown which lies within Chambers County, Texas; and

WHEREAS, the Chambers County Mosquito Control Department has requested that the Mayor notify the Federal Aviation Administration of the City Council's approval of the above-referenced aerial spraying program; NOW THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS:

Section 1: That the City Council of the City of Baytown, Texas, hereby authorizes the Chambers County Mosquito Control Department to use aerial application methods for the purpose of mosquito control within that portion of the City of Baytown that lies within Chambers County, Texas.

Section 2: That the City Council of the City of Baytown, Texas, hereby directs the Mayor to notify the Federal Aviation Administration of the City Council's approval of the aerial spraying program to be administered by Chambers County, Texas, on the form which is attached hereto as Exhibit "A" and incorporated herein for all intents and purposes.

Section 3: This resolution shall take effect immediately from and after its passage by the City Council of the City of Baytown.

INTRODUCED, READ and PASSED by the affirmative vote of the City Council of the City of Baytown this the 24th day of February, 2022.

BRANDON CAPETILLO, Mayor

ATTEST:

ANGELA JACKSON, City Clerk

APPROVED AS TO FORM:

TREVOR FANNING, Interim City Attorney



CHAMBERS COUNTY MOSQUITO CONTROL

POST OFFICE BOX 1109 ~ ANAHUAC, TEXAS 77514

TELEPHONE: (409) 267-2720 ~ FAX: (409) 267-3265

LAWRENCE LEWIS
DIRECTOR

Please be advised that on this 24th day of February, 2022, at a regular meeting of the Baytown City Council, there being no objections, the Chambers County Mosquito Control department is hereby authorized to use aerial application methods for the purpose of mosquito control within the corporate limits of the city of Baytown

_____.

BRANDON CAPETILLO, Mayor
City of Baytown



CHAMBERS COUNTY MOSQUITO CONTROL

POST OFFICE BOX 1109 ~ ANAHUAC, TEXAS 77514-1109

TELEPHONE: (409) 267-2720 ~ FAX: (409) 267-3265

LAWRENCE LEWIS
DIRECTOR

February 3, 2022

TO: Chambers County City Councils
From: Chambers County Mosquito Control Department
Subject: Aerial Mosquito Control

As we prepare our annual submission to the Federal Aviation Administration (FAA), it is time again to ask the Council's cooperation concerning aerial spraying for mosquitoes over incorporated areas within Chambers County.

If there is no objection to our department applying pesticides for the purpose of mosquito control within the corporate limits of your city, please advise the FAA by completing the attached letter at your next Council meeting and returning it to the address above.

Chambers County's 2022 aerial program will be as follows:

Chambers County Chief Pilot	Jeff S Leger
Airplane	Air Tractor AT – 402B
	Yellow with Blue Letters under wings
Chemicals dispensed	Malathion / Dibrom / Pursuit 4-4
	Ultra-low volumes (0.5 oz/ac to 3.0 oz/ac)
Target	Adult mosquitoes
Altitudes	200-300 feet

A prompt response is requested and appreciated. If you have any questions, feel free to contact me at 409-267-2720.

Thank you for your prompt attention to this matter.

Sincerely,

Lawrence Lewis
llewis@chamberstx.gov



CITY COUNCIL MEETING

6. a.

Meeting Date: 02/24/2022

Subject: Baytown Library Board Appointments

Prepared for: Angela Jackson, City Clerk's Office

Prepared by: Alisha Segovia, City Clerk's Office

Department: City Clerk's Office

Information

ITEM

Consider three (3) appointments to the Baytown Library Board.

PREFACE

The Baytown Library Board is a seven (7) member board of qualified voters and residents appointed by the City Manager with Council approval. Members shall serve two (2) year terms with four (4) members being appointed in odd numbered years and three (3) members being appointed during even numbered years. Members may not serve more than three (3) consecutive two-year terms.

The Library Board promulgates general rules and regulations covering the policies and operations of the Library Department. After these have been studied and finally approved by the city manager, they shall be compiled, and a number kept in supply to enhance the orderly operation of the library.

The following members' terms will expire on February 28, 2022:

- Mr. James C. Maroney - Attended 4 out of 5 Meetings
- Mr. Matthew D. Hartleib - Attended 5 out of 5 Meetings
- Ms. Judy Jirrels - Attended 5 out of 5 Meetings

The following members are eligible for reappointment, and if appointed their terms would commence on March 1, 2022 and expire on February 29, 2024:

- Mr. Matthew D. Hartleib, and
- Ms. Judy Jirrels.

Mr. James C. Maroney served the allowable three (3) consecutive two-year terms, and as such he is not eligible for reappointment, thereby leaving one (1) vacancy on the Board. City Manager Rick Davis submitted his nomination of Ms. Tammy Guidry and attached is her application for your review. If appointed, Ms. Guidry's term would commence on March 1, 2022 and expire on February 29, 2024.

Also, attached for your review is an overview of the Baytown Library Board and a list of the current members.

Fiscal Impact

Fiscal Year:

Acct Code:

Source of Funds (Operating/Capital/Bonds):

Funds Budgeted Y/N:

Amount Needed:

Fiscal Impact (Additional Information):

There is no fiscal impact associated with this item.

Attachments

Baytown Library Board - Overview

Baytown Library Board - Members

Tammy Guidry - Application

BOARDS AND COMMISSIONS

BAYTOWN LIBRARY BOARD

Ordinance No. 623 – March 9, 1961

Revised by Ordinance No. 1070 – January 28, 1971

NUMBER OF MEMBERS: Seven (7)

APPOINTED BY: City Manager with approval of City Council

COMPOSED OF: Seven (7) qualified voters and residents of the city

TERM OF OFFICE: Four (4) members shall be appointed during odd numbered years and three (3) members shall be appointed during even numbered years. Library Board members may not serve more than three (3) consecutive two-year terms (six (6) years.)

MEETINGS: Third Tuesday of each Month or when necessary

COMPENSATION: None

DUTIES: The Library Board shall promulgate general rules and regulations covering the policies and operations of the Library Department. After these have been studied and finally approved by the City Manager, they shall be compiled and a number kept in supply so as to enhance the orderly operation of the library.

BAYTOWN LIBRARY BOARD

First Name	Last Name	Title	District/Position	Original Appointment	Start	End
Matthew D.	Hartleib	Board Member	At-Large	06/14/2018	03/01/2020	02/28/2022
Judy	Jirrels	Board Member	At-Large	03/28/2019	03/01/2020	02/28/2022
Elsa W.	Kleiman	Board Member	At-Large	03/15/2017	03/01/2021	02/28/2023
James C.	Maroney	Board Member	At-Large	01/08/2015	03/01/2020	02/28/2022
Kelly	Payne	Board Member	At-Large	03/28/2019	03/01/2021	02/28/2023
Jerry	Shafer	Board Member	At-Large	04/22/2021	03/01/2021	02/28/2023
LaToya	Washington	Board Member	At-Large	04/22/2021	03/01/2021	02/28/2023

From: [Baytown Engage](#)
To: [Sabrina.Martin](#); [Angela.Jackson](#); [Alisha.Segovia](#); [Raquel.Martinez](#)
Subject: Anonymous User completed Application to Serve on a Board, Commission, or Committee
Date: Friday, November 19, 2021 9:16:26 AM

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Anonymous User just submitted the survey Application to Serve on a Board, Commission, or Committee with the responses below.

First Name

TAMMY

Last Name

GUIDRY

Home Address

[REDACTED]

City & State

BAYTOWN TX

Zipcode

Baytown, TX [REDACTED]

Primary Phone Number

[REDACTED]

Email

[REDACTED]@[REDACTED]

Do you reside in Baytown?

YES

If yes, how long? (Years & Months)

53 YEARS

Occupational Information

Employed

If employed, please list the following: employer name, position/title, employer address, city/state/zip.

MARCELOUS-WILLIAMS RESOURCE CENTER 811 N. MAIN STREET HIGHLANDS, TX 77562 SOCIAL SERVICE NAVIGATOR DIRECTOR OF COMMUNITY ENGAGEMENT AND HOMELESS SERVICES

Click on each of the Board, Commission, Committee, or Task Force on which you would be willing to serve on. More information on each entity can be found in the Document Library.

Civil Service Commission
Baytown Police Advisory Committee (BPAC)
Community Development Advisory Committee (CDAC)
Ethics Commission
Library Board
Parks and Recreation Board

Do you want to withhold your home address, home telephone, personal cell phone numbers and personal email as provided?*

Yes

Please explain why you wish to volunteer to serve on a Board, Commission, or Committee?

I WOULD LIKE TO GET MORE INVOLVED WITH THE CITY OF BAYTOWN. I ALSO SEE A NEED FOR MORE CITIZEN INVOLVEMENT.

What special experience/knowledge do you have that may qualify you for service?

I CURRENTLY SERVE ON THE BOARD OF A NONPROFIT ORGANIZATION. I ALSO HAVE HAD MANY YEARS OF LEADERSHIP WITH MY CHURCH.

Please provide any additional information you feel would be useful to the City Council in considering your application.

I WOULD LOVE THE OPPORTUNITY TO SERVE. I AM VERY ACTIVE IN COMMUNITY INVOLVEMENT AND WANT WHATS BEST FOR THE CITIZENS OF BAYTOWN.

Please include additional information as needed. A cover letter and/or resume may also be submitted with this application.

https://s3-us-west-1.amazonaws.com/ehq-production-us-california/d1f628b35de47600f93d21352c21aae3e8a00ebe/original/1637334953/e3c41bb2977c43327a4102f77e72b6dc_Tammy_Guidry_Resume_%281%29.docx?1637334953

Please certify that the foregoing information is true and complete to the best of my knowledge and belief.

I certify that the foregoing information is true and complete to the best of my knowledge and belief.



CITY COUNCIL MEETING

6. b.

Meeting Date: 02/24/2022

Subject: Appointments: Baytown Crime Control and Prevention District

Prepared for: Angela Jackson, City Clerk's Office

Prepared by: Alisha Segovia, City Clerk's Office

Department: City Clerk's Office

Information

ITEM

Consider one (1) appointment to the Baytown Crime Control and Prevention District.

PREFACE

The Baytown Crime Control and Prevention District (the "District") is a four (4) member board that meets as needed. Each member of the District is appointed by each City Council member to a two (2) year term and serves at large. The District's duties are to maintain and implement new initiatives, to continue the reduction in the crime rate, and to enhance public safety without a substantial increase in the ad valorem tax rate.

At this time, Council Member Mike Lester would like to nominate Mr. James Coker to another two-year term. If appointed, the term would commence immediately and would expire on August 31, 2023.

Board Member	Position	Term Expired	If Appointed Term Would Expire	No of Consecutive Terms	Attendance
James Coker	District 6 At-Large	09/01/2019 - 08/31/2021	08/31/2023	5	Attended 9 Out of 9 Meetings

Attached for your review is the overview of the Baytown Crime Control and Prevention District and a list of the current members.

Fiscal Impact

Fiscal Year:

Acct Code:

Source of Funds (Operating/Capital/Bonds):

Funds Budgeted Y/N:

Amount Needed:

Fiscal Impact (Additional Information):

There is no fiscal impact for this agenda item.

Attachments

Overview - Baytown Crime Control and Prevention District (CCPD)

Board Members - Baytown Crime Control and Prevention District (CCPD)

BOARDS AND COMMISSIONS

CRIME CONTROL AND PREVENTION DISTRICT

Local Government Code – Chapter 363
Ordinance No. 10,336 - May 22, 2006

NUMBER OF MEMBERS:	Seven (7)
APPOINTED BY:	City Council
COMPOSED OF:	Seven (7) citizens committed to crime control and prevention in the City of Baytown. Each member of the City Council appoints a Crime Control and Prevention District Member, who does not have to be a resident of the Council member's district.
TERM OF OFFICE:	Members serve staggered two-year terms. Three (3) members shall be appointed during odd numbered years and four (4) members shall be appointed during even numbered years. Vacancies will be filled for the unexpired term of office in the same manner that the original appointment was made.
MEETINGS:	Quarterly as needed.
COMPENSATION:	None
DUTIES:	To maintain and implement new initiatives to continue the reduction in the crime rate and enhancing public safety without a substantial increase in the ad valorem tax rate.

Term Tracker Report

Run Date: 02/17/22

BAYTOWN CRIME CONTROL AND PREVENTION

<u>First Name</u>	<u>Last Name</u>	<u>Title</u>	<u>District/Position</u>	Original Appointment	<u>Start</u>	<u>End</u>
Vacant	1	Director	District 1 At-Large		09/01/2020	08/31/2022
Steele	Arthur	Director	District 3 At-Large	04/13/2017	09/01/2020	08/31/2022
City	Clerk	Secretary	Non Member/City Staff		09/01/2021	08/31/2023
James	Coker	Vice President	District 6 At-Large	11/10/2011	09/01/2019	08/31/2021
Lloyd J.	Herrera	Director	Mayor At Large	08/24/2017	09/01/2021	08/31/2023
Nicholas	Rice	Director	District 4 At Large	08/26/2021	09/01/2021	08/31/2023
Dr. Chris L.	Warford	Director	District 2 At-Large	01/27/2011	09/01/2020	08/31/2022
Rikki	Wheeler	President	District 5 At-Large	07/13/2006	09/01/2020	08/31/2022



CITY COUNCIL MEETING

9. a.

Meeting Date: 02/24/2022

Subject: Executive Session - Sections 551.071 and 551.087

Prepared for: Rick Davis, City Management

Prepared by: Trevor Fanning, Legal

Department: Legal

Information

ITEM

Recess into and conduct an executive session pursuant to Sections 551.071 and 551.087 of the Texas Government Code to deliberate the offer of a financial or other incentive to a business prospect and to seek the advice of the City's attorneys on legal matters related thereto.

PREFACE

Recess into and conduct an executive session pursuant to Sections 551.071 and 551.087 of the Texas Government Code to deliberate the offer of a financial or other incentive to a business prospect and to seek the advice of the City's attorneys on legal matters related thereto.

Fiscal Impact

Fiscal Year:

Acct Code:

Source of Funds (Operating/Capital/Bonds):

Funds Budgeted Y/N:

Amount Needed:

Fiscal Impact (Additional Information):

There is no fiscal impact.
